



# AIR FORCE ACADEMY HUNT MILITARY COMMUNITY



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## Community Handbook

Welcome Home!

Hunt MH Shared Services, LLC would like to welcome you to your new home! We hope your living experience with us is enjoyable and fulfilling. We are dedicated to serving your residential needs. In an effort to help accomplish this, we have created this Resident Guide.

Maintaining the homes at the Air Force Academy Family Housing is a coordination of efforts by you "the Resident", and the Air Force Academy Family Housing Team. It is our sincere goal to meet or exceed your expectations in the services we provide. This Resident Guide is the beginning point of our partnership during your residency.

This handbook is an addendum to the Resident Lease Agreement you have signed with Hunt MH Shared Services, LLC and will act as the binding regulation for the Residents in regards to their housing at the Air Force Academy Family Housing.

It is our goal to be active in your community. We will be visible and accessible so that you feel part of something special. Thank you for choosing Air Force Academy Family Housing as your home! We personally look forward to serving you.

The Air Force Academy Family Housing Team

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## IMPORTANT PHONE NUMBERS AND OFFICE INFORMATION

|  |   |
|--|---|
| Fire   | 911   |
| Ambulance  | 911   |
| Police   | 911   |
| Police Non-Emergency   | (Security Forces) 719-333-2000  |
| South Gate Visitor's Center  | 719-333-3328  |
| USAFA Base Operator  | 719-333-1110  |
| <b>Hunt MH Shared Services, LLC</b><br>Community Management Office<br>4609 W. Bighorn Dr.<br>USAFA CO 80840-2598 | 719-982-4800 Option #2<br><br>8:00-5:00 Mon, Tues, Thu, & Fri<br>9:00-5:00 Wed                                  |
| <b>Maintenance</b><br>4608 W. Bighorn Dr.<br>USAFA CO 80840-2598   | 719-982-4800 Option #1<br>24 Hours a day/7 Days a week<br>including holidays                                    |
| <b>Self Help</b><br>4608 W. Bighorn Dr.<br>USAFA CO 80840-2598   | 719-982-4800 Option #2<br>8:00am-12:00pm and<br>8:00-5:00 Mon, Tues, Thu, & Fri<br>9:00-5:00 Wed                |
| Website:   | <a href="http://www.AirForceAcademyHousing.com/">http://www.AirForceAcademyHousing.com/</a>                     |
| Social Media:  | <a href="https://www.Facebook.com/AFAcademyFamilyHousing/">https://www.Facebook.com/AFAcademyFamilyHousing/</a> |

## PRIVATIZATION

The Department of Defense, to include the United States Air Force, has privatized Military Housing within the continental United States. In 2007, the Air Force Academy provides privatized military housing communities in partnership with Hunt MH Shared Services, LLC. As such, Hunt MH Shared Services, LLC is proud to assume responsibility for the military family Residents' housing needs. Hunt MH Shared Services, LLC will perform the day-to-day management responsibilities. The Hunt MH Shared Services, LLC Residential Management team at the Community Management Office located at 4609 W. Bighorn Drive, USAFA 80840 stands ready to assist the residents in every possible way to offer superior quality housing services and make their stay a pleasant and memorable one.

## ACRONYMS

|     |                                     |
|-----|-------------------------------------|
| CD  | Community Director                  |
| CMO | Community Management Office         |
| HMO | Air Force Housing Management Office |



## COMMON DEFINITIONS

|                                     |   |
|-------------------------------------|---|
| Agent/Community Management Office = | Hunt MH Shared Services, LLC. / (PM)                            |
| Guest =                             | Guest of Resident   |
| Occupant=                           | Authorized Dependents and Occupants                             |
| Owner =                             | Hunt MH Shared Services, LLC                                    |
| Premises =                          | Home, garage/carport/designated parking, yard(s), storage sheds |
| Quiet Hours =                       | 2200 Hours through 0600 Hours                                   |
| Resident =                          | Parties signing the Lease Agreement                             |

## COMMUNITY STANDARDS EDUCATION AND ENFORCEMENT

We, as the property owner may issue notices to you of violations of your obligations under your lease or this community handbook, such as failure to maintain your yard properly, maintaining unsanitary conditions or causing damage to the interior of the home. These violations may, if uncorrected, result in termination of your lease. However, we recognize that in most cases failure to maintain standards is not always willful and therefore we attempt to educate the resident first on the Community Standard in question and offer an opportunity to correct the issue quickly without further incident.

### Community Standards Enforcement:

A Discrepancy Notice aka “Friendly Reminder” will be issued for minor violations such as failing to cut fenced back yard, place trash in proper areas, parking violations, unsightly yards and carports, etc. These types of violations require correction within two (2) business days from receipt of the notice. Failure to do so will result in a formal Letter of Caution.

A Letter of Caution will be issued for a resident’s first major violation such as disturbing neighbors, damaging property, etc. as well as non-compliance for a Friendly Reminder. Resident will have two (2) business days from receipt of this letter to correct the violation. Should resident fail to correct the violation within two (2) business days a Letter of Warning will be issued.

A Letter of Warning will be issued for a resident’s second violation of any nature. Resident will have two (2) business days from receipt of letter to correct the violation. Should resident fail to correct the violation within two (2) business days, a Demand for Compliance or Possession may be issued to the resident and contact will be made with command.

A Demand for Compliance or Possession may be issued in compliance with Colorado law. If the Resident does not correct the violation or deliver possession of the premises in accordance with the Demand for Compliance or Possession, then an eviction lawsuit will be commenced.

## APPLIANCES

All appliances are provided to the Resident, some units may not have a microwave. Appliances owned by Resident duplicating those provided by the Owner may not be substituted. 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 Community Management Office or Maintenance Office for assistance.

### Dishwasher

During the Move-In process the Community Management Office 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 on high, 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, fibrous vegetables such as artichoke leaves and celery, rice, potato skin, glass, foil, bottle caps, cigarettes or other very hard, greasy, starchy 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 Maintenance 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. For assistance call Maintenance 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 Maintenance if the refrigerator is not cooling or freezing properly or if any parts are broken. Please do these simple tests before calling Maintenance 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 Maintenance

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. Dirty drip pans upon move out will result in a charge for replacement.
- 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 - **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. Some gas stoves may not be able to be moved, or have the top of range lifted for cleaning. Call the Community Management Office for assistance.
- Microwaves- some units may not come with a microwave. **DO NOT** put metal objects in the microwave. Supervise use of the microwave at all times.

## Water Heaters

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

## 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 Premise is equipped with at least one cable TV connection. The names of the cable companies serving the Community will be provided at move-in. Prior written approval is required for installation of additional hook-ups. Request forms are available from the Community Management Office and on [AirForceAcademyHousing.com](http://AirForceAcademyHousing.com)

In compliance with the Federal Communications Commission (FCC) and its Over-The-Air-Reception Devices Rule (OTARD), we have 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 Community Management Office

You must notify the Community Management Office no later than thirty (30) days after installation, permit an inspection, and sign a Reception Device Addendum to the Lease Agreement.

In compliance with the FCC's OTARD Rule, we require the following:

The household must notify the Community Management Office no later than thirty (30) days after it installs an antenna or "reception device."

An inspection of the installation will be performed by Community Management Office. The Community Management Office will inform the household if the installation is not safe, secure, or compliant with permissible restrictions. The Community Management Office staff may offer installation suggestions, but the household is strongly advised to talk with the retailer or installer to ensure safe and secure installation without drilling holes.

The household 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. Antennas may not be placed within unsafe distances from power lines. If the household is cited for building or a fire code violation due to its antenna installation, the household is responsible for immediate correction and compliance with the building and fire codes.

The household 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 household 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 on their individual patios, in their fenced-in backyards, the area immediately adjacent to their home, or inside their home.

The reception device must be located entirely within the household's leased 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.

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

If reception device is left by household on the date the household vacates the home, charges may occur to have the reception device removed.

Residents must execute a Reception Device Addendum to the Lease.

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

## CHANGES IN STATUS

### BAH Change

When the Resident's BAH rate changes, at any time for any reason, Resident must notify the Community Management Office within fourteen (14) business days of the change and complete any necessary documentation. Resident agrees that the foregoing constitutes effective notice from the Owner that amount of monthly rent due may be affected to align with any increase in Resident's applicable BAH. Failure to notify the Community Management Office of an increase in the BAH does not alleviate Resident responsibility for payment of the changed rent, and may result in late fees being assessed.

### Change in Rank or Family Composition

In the case of a change in rank or family composition, the Resident may move into the entitled Premises, when available, by submitting a request for transfer in writing to the Community Management Office and, once transfer is approved. Resident will then be placed on the referral list/waitlist for the desired type of unit. Once Premises become available, Resident will be responsible for all costs associated with the move. Residents are only eligible to transfer after completing their initial 1 year lease term unless extenuating circumstances apply. Resident may however submit written request and enter the referral/ waitlist upon completion of their 6th month of residency.

## CHILD CARE

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

Resident must obtain written approval from the Community Management Office to operate a childcare program in the home. Resident must be certified through the Air Force sponsored Family Child Care office if childcare is conducted in the Premises for more than 10 cumulative hours per week (e.g., 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 Community Management Office prior to operating the childcare business from the Premises and provide all renewals upon the request by the

Community Management Office. The Resident will also be required to complete a Home Based Business Addendum in compliance with the lease agreement and section 24 of this Community Handbook. Resident is responsible for any damages to third parties and to the Premises, arising from the in home childcare program. Conducting an unauthorized childcare business shall result in an immediate cease of operations and may also result in eviction.

## COLLECTIONS

### Rent Collections:

Residents who have not paid their rent by the fifth (5th) calendar day after the due date will be assessed a late fee. In addition, a Demand for Compliance or Possession will be served on the Resident in accordance with the Colorado Law. If the Resident does not either make payment or deliver possession of the Premises in the manner directed in the Demand for Compliance or Possession, an eviction lawsuit will be commenced.

In the event that a Resident cancels his or her Allotment prior to vacating the Premises, a Demand for Compliance or Possession will be served upon the Resident to vacate the Premises or reinstate his or her Allotment. 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 Community 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 Community Management Office will refer the balance owed for collection.

### 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 fee plus a late fee. If the bank returns two checks, all future rental payments must be paid by Allotment or cashier's check, certified check or money order only. If the Resident does not redeem the returned check with a money order or cashier's check by the expiration of the legal notice, the Agent will initiate eviction proceedings and notify the Air Force Housing Management Office.

## COMMON AREAS

All common areas, including but not limited to parking lots; playgrounds, green spaces, fitness trails, sports courts and areas between unfenced homes must be kept clear of trash, refuse and other obstructions at all times. Please be aware that all items left unattended in common areas may be removed and disposed of by the Community Management Office without notification.

Common areas are for the use and enjoyment of all Residents in the Community. 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 may constitute a breach of the Lease Agreement.

## DEPLOYED FAMILY MEMBER/SPOUSE PROGRAM OR EXTENDED TDY FAMILY MEMBER/SPOUSE PROGRAM

Families of deployed service members or families experiencing an extended period of Temporary Duty (TDY) of 30 days or greater may visit the Community Management Office to inquire about and enroll in the Deployed Spouse Program. This voluntary program will assist the families of those military members who have been deployed or are away from home on extended military business (30 days or greater) 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; toy and furniture assembly, moving of furniture, and other smaller tasks.

## DRUG FREE POLICY

Hunt MH Shared Services, LLC complies with the federal Controlled Substances Act which prohibits the use, possession, and distribution of illegal drugs. Hunt MH Shared Services, LLC prohibits drugs banned under the federal CSA and furthermore cannot grant persons with disabilities the use of medical marijuana, because such accommodations are not reasonable.

## ENERGY AND WATER CONSERVATION

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

The Resident is responsible for practicing energy conservation and the Community Management Office is responsible for tracking individual usage. Saving energy allows for more resources to be available for Community services and upgrades to your Premises and common areas. Please help provide improvements to our Community by saving on individual energy costs. The Community Management Office will strictly enforce any utility usage abuse.

The Colorado Front Range is an arid region and often experiences water and or fire restrictions. The Air Force Academy Military Communities honors local and state restrictions in order to keep us all safe and preserve our beautiful region for years to come. Specific restrictions will be posted to our Facebook page and website at [www.airforceacademyhousing.com](http://www.airforceacademyhousing.com)

Please review these "Conservation Tips" that offer simple steps that lead to significant energy and water conservation. Once individual metering of your Premises is complete you will be notified of your individual energy consumption to help you monitor your usage from month-to-month. The Resident will then be responsible for utility usage over the Resident utility allowance.

The following tips are suggested to conserve and reduce energy consumption without sacrificing comfort:

### Dishwasher

- Only wash full loads and use the energy-saver setting.
- Allow dishes to air dry.



- If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

### Heating and Air Conditioning

- Window units may be installed by Resident at Resident's expense. However installation constitutes an alteration to Premise and should be requested via the AC Addendum and followed by inspection by the Maintenance Team. Resident owned and approved air conditioning units may only be operated from May 15th -October 15th.
- Open windows and use ceiling fans to create a cross draft to naturally cool your home.
- Set thermostat at a comfortable setting without fluctuation to maintain consistent climate control. Turning thermostat too high upon returning home will not heat your home quickly. Resident with day-night set back thermostats should consult the instruction manual or contact the Community Management Office for information on how to obtain the most comfortable and efficient settings.
- **If the Premises will be vacant for an extended period of time, (weekends, holidays or vacations) during the heating season, turn thermostat back to the lowest setting, but no lower than 65 degrees to prevent water lines from freezing and stop by the office to fill out an Absence From Residence Form.**
- Keep doors and windows closed whenever heating is in operation.
- Keep vents free of obstructions.
- Check HVAC air filter regularly. They will be replaced twice yearly by maintenance. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line at 719-982-4800 Option #2 to obtain a replacement filter. Filters are also available at the Self-Help center.

### Laundry

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

### Lights and Other Appliances

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

### Refrigerators

- Open refrigerator door only long enough to get desired food items.
- Organize food on the shelves for easy access.



- Allow leftovers to cool before storing in refrigerator or freezer. Be sure to follow safe food handling guidelines.
- Clean and organized refrigerators operate more efficiently.
- Overloaded refrigerators operate poorly. Be sure to clean out filter regularly.

### **Stove**

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

### **Water**

- Check toilets for leaks.
- Make sure faucets are shut off properly.
- Always use flow controlling nozzle/spray head device for outdoor hoses. Remove all outdoor water hoses from spigot during winter months, or if colder weather is expected to prevent pipes freezing and bursting.
- Do not remove or replace devices that have been installed to conserve water such as faucet aerator and low flow showerheads.
- Limit showering time to about 5 minutes.

## **EVICCTIONS**

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.

## **EXTENDED LEAVE PROGRAM**

Residents and their families who leave their home for up to 30 days at one time may be eligible for the Extended Leave Program. Residents may visit the Community Management Office to enroll in the Extended Leave Program. This program includes services such as backyard lawn maintenance, snow removal, and weekly preventative home visits to ensure no emergency situations have occurred. An Absence From Residence and a Permission to Enter Form must be filled out prior to departure.

## **FEES, DAMAGES & OTHER PAYMENTS**

Fees associated with certain rights or services established for Resident in the Lease Agreement, any addendum, or this Community Handbook must be paid by Resident to Owner prior to the exercise of that right or service such as bringing Pets into the Premises unless specifically defined in writing. Damages listed in the Lease Agreement, any addendum or this Community Handbook

must be paid by Resident to Owner immediately upon discovery of the same by Owner. Owner's acceptance of any damage amounts does not limit Owner's option to pursue any other remedies at law or in equity.

## FENCES

Air Force Academy Military Communities is managed primarily as an "open-space" neighborhood in efforts to preserve the natural beauty and feel of the National Forest that surrounds our community. As a result, backyard fencing is limited. However, we recognize that many families desire privacy for the outdoor living spaces or desire physical barriers by means of a fence for their pets and/or young children. Fence installation is authorized, at Resident's expense, with **prior** Community Management approval as long as types of fencing and fence installation boundaries are honored. Wood privacy fencing installed in accordance with Community Standards for patio or yards may be left by the resident at move-out. However, any approved chain link yard fencing **MUST** be removed by the resident prior to move-out. Failure to receive appropriate approval prior to fence installation (regardless of type installed) or remove chain link fencing at move-out may result in a \$250.00 fee. Specific fence standards, installation requirements, maintenance expectations, etc., are specified in the AF Academy Military Communities Fence Addendum which is available through the Community Management Office. **Care and maintenance of the fenced area is the responsibility of the resident as our landscape maintenance team is generally not permitted to mow and edge these "private" areas.**

## FIREARMS AND WEAPONS

The primary concern surrounding weapons in the Premises is the general safety of the Community. Any violation of firearm regulations will result in a formal review by Community Management in conjunction with the Air Force Partner and Hunt MH Shared Services, LLC Legal Counsel and is likely to result in eviction. All firearms must be registered through the Air Force Academy Security Forces Squadron and notated with the Community Management Office

- Resident must meet the requirements of all Federal, State, Air Force, 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 Community.
- Military weapons may not be stored, carried, or transported onto the Premises or Community unless authorized by the DOD in the performance of military duties.
- Large caliber and automatic weapons may not be present on the Premises, unless they are part of a legitimate collection and have had the firing or activating mechanisms permanently disengaged.
- Firearms and ammunition must be stored separately from each other in locked cabinets, located out of children's access. Loaded firearms are expressly prohibited on the Premises.
- Storage of black gunpowder is limited to a maximum of 5 pounds and is to be treated as and stored as ammunition in a locked case.

- BB/pellet guns, air rifles, slingshots, arrows, and long or cross bows, are considered firearms. The use of these or any other projectile-propelling device is prohibited on the Premises or in the Community.
- 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 Community.

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

## **FIREWORKS/FIRE PITS**

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

- Fire Pits, chimneys, or small decorative brick fireplaces (collectively, "Fire pits") are acceptable under the following conditions and only if there are no fire restrictions in place:
- Fire pits shall be made of non-combustible material specifically designed for this purpose (i.e.- brick, stone, metal, ceramic, etc.).
- Fire pits shall only be located outdoors, at a minimum of ten (10) feet from Premises, any building structure and any combustible materials when in use.
- Fire pits shall not be placed under any overhead combustible material, such as tree branches, clotheslines, electrical cables, etc. when in use.
- A fire extinguisher shall be available at all times in the immediate vicinity of any and all fire pits.
- Fire pits must be stored inside garage, carport, or on back patio neatly house when not in use.

## **FLAGS**

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

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

## FOSTER CARE

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

## GROUNDS/LANDSCAPE MAINTENANCE

### Owner Responsibilities

The Community Management Office 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, debris or pet feces 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. Tree maintenance may be done if necessary with a notice given. 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 approximately 2.5-3 inches, not to exceed four 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. If the grass exceeds five inches, inside your fenced area, and is not corrected after the Friendly Reminder the local landscape maintenance company could be sent out to mow for a charge of \$50.00 to the resident account.

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.

Residents may plant annuals and/or perennial flower gardens in existing flower beds. Introduction of perennials, bushes, or other permanent landscaping requires written approval from the Community Management Office and should be limited to deer resistant plantings as defined by the management and landscaping team. Vegetable gardens may be planted but requires written approval from the Community Management Office and gardens must be removed upon vacating Premises and ground should be returned to the same state as the surrounding grounds.

Residents are responsible for the watering of their lawns and planter bed areas. When water restrictions are not in place, watering should be restricted between the hours of 1700 hours and 0900 hours. If your home has an automated irrigation system, the lawn and planter bed areas will be automatically watered based on a set schedule. If an irrigation head or other components malfunctions or if there is excessive runoff, please contact the Maintenance Office at 719-982-4800 Option #1.

## GUESTS

Guests of Resident are welcome in the Community. A Guest is defined as a relative or friend who is visiting a Resident's home for up to thirty (30) days. Guests must comply with all rules and regulations contained in the Lease Agreement, Addenda and Community Handbook. The Resident will be responsible and accountable for the actions and behavior of their Guests. Guests may be accompanied by pets but stays of guest pets for longer than 24 hours should be reported to the Community Management Office; pets of guests should not visit in excess of 30 days or may be subject to the pet deposit of \$250; pets of guests must be of the approved breeds allowed in housing, and may not be a restricted breed. Resident is prohibited from accepting rent in the form of cash or in-kind goods or services from their Guests. Resident is responsible for any and all damages from their guests and pets of guests. All visitors, guests, relatives and/or live-in care providers must be able to meet the Installation access requirements. Live-in care providers must adhere to guidelines in Page 26 of this Community Handbook.

For long-term visitors, the resident must provide written documentation by way of Lease Addendum or written memo which includes visitors' name, contact information, and expected length and dates of visit. The Housing Management Office can sign off on a Notification of Guest pass for the residents guest for up to 6 months. Visits/residency may be restricted by US Air Force Academy Pass and Registration. Approval by the Community Management Office does not constitute approval by or for other authorities. The Owner reserves the right to control the entry into the Community by Resident's Guests, agents, licensees or invitees, furniture movers, and delivery persons, and may prohibit from the Premises or Community any Guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating Community policies.

The presence of guests does not entitle the resident to a larger home (change of entitlement). Residents are not permitted to sublet the Premises. Subletting the Premises will result in eviction as a lease violation.

## HOLIDAY LIGHTING AND DECORATIONS

Holiday lighting is authorized for use between the hours of 1700 hours and 2200 hours from Thanksgiving Day until the second weekend in January. Decorative lighting for other time periods may be installed/displayed three weeks prior to the holiday and removed no later than seven (7) days after the holiday. 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.

- 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. Non-Holiday lighting such as patio "party" lights are permitted and must look nice and neat. Must not be the stringed holiday lighting type. They must not be permanently attached to the house, trees or fencing.
- Canned "snow" or other similar substances must not be sprayed on windows, siding or brick facades.

## HOME-BASED BUSINESSES AND COMMERCIAL ENTERPRISES

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

- Resident must request, in writing, approval from the Community Management Office 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. No businesses considered as competition for the Base Exchange are permitted. See the Community Management Office for the Addendum and details.
- Home-based businesses must be appropriate to and contribute to the family environment of the Community.
- Door-to-door soliciting is not allowed (Youth groups such as Boy Scouts, Girl Scouts, etc., may request permission to canvas the Community for specific events/campaigns)
- 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., as a business is not permitted.
- Child Care businesses - See Child Care – Page 12 of this Community Handbook.

All approved businesses must comply with Federal, State and local laws regarding licensing, registration, taxes and insurance. Once approved, the Resident will be required to bring appropriate licensing and insurance information to the Community Management Office prior to operating the business from their Premises. The business must operate within the guidelines of the Community 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.

## HOME PERSONALIZATION AND DECORATING

Any alterations to the Premises must be submitted to the Community Management Office in writing. This includes interior and exterior, repainting, installation of window air conditioning units (specifications apply), 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 primed so that color does not show through. 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 Community Management Office recommends other devices. No holes, spikes or hooks shall be driven into the walls or

woodwork. Window hardware, such as curtain rods and brackets used for window covering, shall not be attached to any window frame.

If necessary blinds may be replaced by resident with prior approval, or resident may pay the blind replacement fee and schedule a maintenance work order to install proper blinds. Window coverings such as drapes, curtains and sheers are to be at least three inches from all registers. Windows may not be covered with aluminum foil or any other type of tinting/darkening product. Blinds must not be bent, broken or damaged; MUST be in working order at all times.

### **Reasonable Accommodation and Modification Requests**

Please refer to the Reasonable Accommodation and Modification Policy and Procedures on **Appendix D**.

## **BASEMENTS**

Unfinished basements (or unfinished basement space) are authorized for storage and laundry use only, unless modified by Air Force Academy Military Communities. Living areas/spaces are limited to basement areas fully finished with wallboard, electrical outlets, trim, flooring, etc. During rainfalls, unfinished basement areas may be prone to flooding or mild moisture so it is recommended that it is not used as living space and any items sensitive to moisture being stored in these areas be placed on pallets, in plastic bins, and on plastic shelves

## **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. Juices, soft drinks, wine, coffee and tea 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. Recommended to use protective felt or rubber padding on the bottom of furniture legs.
- Never flood the floor with water or let water stand on the surface, doing so may result in a replacement or repair charge to Resident.

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

### **Walls and Woodwork**

The following suggestions will help protect walls and woodwork:

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

### **Countertops**

The following suggestions will help protect the countertops:

- Ensure to clean up spills quickly.
- Do not use an abrasive cleaner. Countertop cleaners are readily available and remove most spills, stains, etc. Ensure to clean up spills quickly.

### **Storage Areas**

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

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



## KEYS, GARAGE DOOR OPENERS AND MAILBOX KEYS

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

All Premises keys and garage door openers are to be returned to the housing office at the final Move-Out Inspection Assessment. There is a charge for any lost keys, and garage door openers not returned. If a key is lost, and a change of locks is necessary, Resident will be responsible for the replacement cost. Resident is responsible to return all mailbox keys to the Post Office at move out, the Post Office may have additional charges if keys are not returned.

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

## LAW ENFORCEMENT

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

All life-threatening emergencies such as fire, carbon monoxide, smoke, or break-ins should be reported by calling 911. Non-life threatening security concerns can be reported 24 hours a day by calling Security Forces at 719-333-2000 or Maintenance Management at 719-867-WORK (9675).

**Wildlife is prominent in our area and close-up contact should be avoided. Please report any wildlife to Natural Resources at 719-333-3336. Lost or stray pets may be reported to Community Management Office at 719-982-4800 Option #2; however, please keep in mind that without a specific address or cluster area it is often difficult for the animal control subcontractor to locate and collect stray pets.**

Please report immediately to Security Forces and then to the Community Management Office or 24-hour Call Center any suspicious persons and any strange or unusual vehicles.

In-home security systems are not authorized by Air Force Academy Military Communities nor supported by the USAFA Security Forces.

## LEASE VIOLATION NOTICES

The below applies to Resident's occupants, and Guests. The Community Management Office 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, and Lease Addendum, Community Handbook, and/or federal, state, and local laws may result in tenancy termination (non-renewal or eviction).

## **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 home without prior written approval of the Community Management Office, who will approve a live-in aide for a household based on the following:

- Community Management Office third-party verifies that a household member needs the services of a live-in aide in accordance with HUD standards.
- Community Management Office 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 household member 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.

## LOCKED OUT OF RESIDENCE

Resident who is locked out may contact the Service Request Line at 719-982-4800 Option #1 twenty-four (24) hours per day.

Resident will be required to provide proper identification to receive access to the Premises. Resident Lockouts during normal working hours will be attended to at no charge to the resident unless an additional key has to be made, in which case a \$5 fee will be assessed. After-hours calls will result in a fee of \$25 plus an additional \$5 in the event a key has to be made. Residents should not take any steps to forcibly open the door.

## 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 drive easily identifiable vehicles. Maintenance personnel will be available to provide answers to maintenance questions.

A Service Request may be obtained by contacting the Service Request Line at 719-982-4800 Option #1. Resident will be given a Service Request number for reference. An on-site Service Request Dispatcher will receive and respond to calls from 0800 hours – 1700 hours Monday through 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.

There are certain repairs, replacements, inspections, and maintenance that the Community Management Office is required to perform for the Owner. The Community Management Office 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 Community Management Office are as follows:

- Pest control services
- Preventative Maintenance Inspections Entry to Premises to complete repair of neighboring/ cluster infrastructure

Whenever possible, work will be scheduled to cause the least amount of inconvenience to Resident. However, Resident may not refuse entrance into the Premises by the Community Management Office or its contractors when notified at least 48 hours in advance, and the requested time is during reasonable working hours. Community Management Office or its maintenance contractors may enter Resident Premises when Resident is absent to perform such work; however any contractors will be escorted by an Air Force Academy Military Communities representative in all cases when the Resident is absent to perform such work.

## MAINTENANCE SERVICE REQUESTS

### General Maintenance Information:

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

In the event your service request is not completed to your satisfaction and the Maintenance Team seems unable to provide a solution, please feel free to contact the Maintenance Director at 719-982-4800 Option #2.

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

Maintenance on-call answering service can be reached 24-hours a day at 719-982-4800 Option #1, for emergency service requests. For routine service requests after hours please leave a message and the Service Request Dispatcher will return your call the next business day.

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

**Emergency Calls**

Service calls will be classified as an emergency when the work consists of correcting failures that constitute an immediate danger to Residents, or threaten to damage property (i.e. overflowing drains, roof leaks, broken water pipes, power outages, electrical defects which may cause fire or shock, gas leaks, loss of heat or air conditioning). PM and/or its authorized contractor, shall respond immediately and must be at the residence within sixty (60) minutes after receiving an emergency service call. PM and/or its authorized contractor shall work continuously without interruption, and shall rectify the emergency condition before departing the job site (i.e. shut off water, close gas valve, etc.). Subsequent work requirements such as repairing wall board after water damage, and similar types of follow-up work may be classified as urgent or routine, as appropriate, since it is not specifically part of the original emergency request.

**Urgent Calls**

Urgent service calls are defined as failures in services that do not immediately endanger Residents or property, but would soon inconvenience and/or affect the health or well-being of Residents. Examples of urgent service requests include the failure of appliances such as stoves, refrigerators, and water heaters. PM will respond to urgent service calls within four (4) hours, twenty-four (24) hours per day, seven (7) days per week. PM will make every attempt to immediately resolve urgent service calls. In the event that an authorized contractor is required to remedy the failure in service, maintenance shall be completed within the soonest time frame possible, not exceeding twenty-four (24) hours. PM will require all of its authorized contractors to meet the designated service levels for response and completion times to ensure that urgent service calls are expedited and responded to within the prescribed two hours and completed within the prescribed twenty four (24) hours.

**Routine Calls**

All routine service calls will be responded to within twenty-four (24) hours of receipt. For routine service calls received on the weekend and/or on stated holidays, receipt shall be considered as of 0800 on the next business day. Every effort will be made to resolve the service request within twenty-four (24) hours after the request has been confirmed, and an appointment has been verified with the Resident. This information will be forwarded to the on-duty maintenance technician the same day, or the following business day if the call is received after hours. Completion time may vary depending on the availability of parts and/or materials, or on the requirement of services provided by an outside contractor. Service calls classified as routine include work that does not qualify as an emergency or urgent call. Examples of routine service calls include a broken floor tile, loose baseboard, and dishwashers that are not working.

## Access to Premises

Whenever Community Management Office 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 Community Management Office authorizing Community Management Office 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 Community Management Office of any burned out exterior or common area lights, faulty locks, lost or stolen keys, etc.

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

Resident must notify Owner of all repair needs to smoke detectors and carbon monoxide detectors promptly. Neglect could result in a fire and safety hazard for the Resident.

### Plumbing

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

In regards to the sewage system in your home, it is critical that you:

1. Don't flush undesirable substances into the sewer. Flushing flammable and toxic products is dangerous, while other materials such as paper towels, rags, newspaper, plastics, cigarettes, coffee grounds, egg shells, feminine hygiene products; large amounts of hair, and cooking grease are a maintenance nuisance, and will create a situation requiring frequent clearing of the lines.
2. Don't use garbage disposal systems to dispose of non-biodegradable materials, because they increase the amount of solids entering the interceptor tank, and the frequency of required clearing of the lines. Scraps should be composted or disposed with trash. Do not pour grease down the drain. Collect grease in a container rather than disposing of down the drain.

**3.** Items that cause problems in the system are:

Excessive grease and oil from food processing, diapers, rags, cigarette butts, coffee grounds, plastic, and rubber products, feminine hygiene products, and any non- biologically degradable substances that can cause problems in your sewage disposal system

If you are not certain about disposal of a specific item, please contact the Maintenance or Community Management Office.

**Light Bulbs**

Your home is supplied with light bulbs at time of move-in. After move-in, it is the Resident's responsibility to replace any screw in light bulbs that have burnt out or been damaged inside the home. The Maintenance Office will replace fluorescent and plug in bulbs with a one-for-one swap. This may be done at the Self Help located inside the Maintenance Office. Please report unlit bulbs over walkways, halls, or common areas to the Maintenance Office so that proper repair can be scheduled.

**Heat**

Your home may be equipped with individual central heat. If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call the Service Request Line at 719-982-4800 Option #1.

**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 units. If you would like your filter changed prior to the scheduled filter change, feel free to call the Service Request Line at 719-982-4800 Option #2. Filters are available for pick up at Self Help located in the Maintenance Office.

**MOVE-IN PROCESS**

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

The Resident and the Community Management Office 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 Community Management Office 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 and garage door openers, if applicable, will be issued at time of move-in. Instructions for mailbox keys will be given at this time as well.

## MOVE-OUT PROCESS

Resident must notify the Community Management Office 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 Community Management Office will provide an "Intent to Vacate" packet, which, when timely submitted to the Community Management Office, fulfills the Lease Agreement requirement to notify the Owner in writing.

Resident will be scheduled for a final Move-Out Inspection. General items of interest and expectations for move-out are available any time on the website in our Move Out Brochure.

Any alterations made to the Premises must be restored to the original condition or remain in place if previously authorized in writing by the Community Management Office. The Resident will be required to pay for such damages not corrected. If the Resident moves out prior to paying for the damages, Community Management Office may refer the balance owed to collection.

At the time of the actual move-out, the Community Management Office 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 Community Management Office. The Community Management Office will assist Resident in completing any paperwork associated with the Move-Out procedures.

## MOVE-OUT PROCESS FOR EARLY TERMINATION

Resident may terminate this Lease Agreement if: he/she retires from Military or Federal service, is released from active duty or professorial duty, is transferred (PCS) beyond a 25-mile radius of USAFA, Colorado, or is ordered to occupy government quarters. In such cases, the Resident will furnish Owner a copy of his/her official orders not less than 30 days before such termination date unless such notification cannot be made at no fault of the Resident (i.e. short notice assignment). This Lease Agreement will also terminate on the Resident's death, at the option of the surviving spouse or personal representative as shown below. In addition, a Resident that is a service member shall have the right to terminate this 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.

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/occupants may not be eligible to remain in the home. The Community Management Office has the right to terminate the Lease Agreement if eligibility status is not met by the remaining household members. In the case of divorce or separation and the service member submits a thirty (30) day notice to vacate, the Community Management Office has the right to serve a thirty (30) day notice to remaining household members and take back possession of the house. In the case of death of the service member, the surviving spouse/occupants may remain in the home for one (1) year to adjust



to civilian life. The surviving spouse will then become fully responsible for the house and all payments to Community Management Office.

Resident has the option to terminate this Lease Agreement prior to the Lease End Date for any reason not specified herein. Resident must submit to Owner at least 30 days prior to the early termination date, a request in writing, an Early Termination Fee in the amount of one month's Rent, together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease Agreement.

Residents may request a waiver of the 30-day notice of intent to vacate. In the case of death or other extenuating circumstances, residents must request in writing to the Management Office, the waiver and fully explain the extenuating or mitigating circumstances warranting a waiver of the 30-day notice of intent to vacate. If the waiver is requested as a reasonable accommodation, contact the Management Office for the reasonable accommodation request procedures.

When the 30-day notice of intent to vacate or any portion is waived, the early lease termination fee will also be waived. As appropriate, the Management Office will confer with the Command when responding to requests based upon extenuating or mitigating circumstances. For reasonable accommodation requests to waive the 30-day notice of intent to vacate and/or waive the early lease termination fee, the Vice President of Military Housing will issue the determination.

The Resident continues to be responsible to turn over the premises in accordance with the terms of the Lease Agreement and the Community Handbook.

## NEIGHBOR RELATIONS

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

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

- Keep household noise to a minimum and follow guidelines on quiet hours, **quiet hours are between 2200 hours and 0600 hours**. Please remember neighbors often work different shifts.
- Keep the Premises, including the yard, clean and free of any unsightly refuse and pet feces. Charges may be assessed if Community Management has to send an approved vendor to clean up yard.
- Make neighbors aware of large private gatherings, barbecues or parties that may cause parking difficulties or noise.
- Difficulties with a neighbor must be settled peaceably and are often best handled cordially face-to-face. If all efforts to work out difference amicably meet with failure, file a complaint **in writing** with the Community Management Office. Having the complaint in writing assists the Community Management Office to further resolve the issue, and best to have the documentation at hand.

The Community Management Office will review and investigate the complaint in attempts 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.



## NEIGHBORHOOD AMENITIES AND SERVICES

Owner will offer a variety of programs to the Residents. All Residents will have use of the multipurpose area for social events, classes, projects and other related events, rental charges may be implemented. 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 Community Center.
- Resident shall immediately report any malfunctioning equipment in the Community Center.
- Resident is solely responsible for the behavior and actions of the Occupants and Guests at the Community Center.

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.

## NEIGHBORHOOD SPORTS AND RECREATIONAL AREAS

Use of sport and recreational areas, such as parks and basketball courts, are at the Residents', Occupants' and Guests' own risk. 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.

## 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, Community Management Office staff, or other visitors to the Community. 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 Community 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 Community. These actions are considered a "Nuisance" and a serious violation of the Lease Agreement. Quiet hours are between 2200 and 0600 hours. 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.

## OCCUPANCY LIMITS

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

## 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 reminders if necessary.

Resident will keep all vehicles in good operating order with valid and current inspection/safety sticker, if applicable, state tags and insurance. Security Forces will be notified of any perceived abandoned or non-functioning vehicles. Such vehicles will be towed at the owners expense.

Under no circumstances shall any vehicle be parked or driven on lawn areas. Many of the yards are equipped with automated irrigation systems. Parking on the lawn can cause damage to the system. If a violation is written to the resident for parking in the yard and damaged has been caused to your irrigation system, the resident will be held financially responsible. Charges may occur if it becomes a continuous issue. Parking in front of mailboxes or obstructing dumpsters is not permitted.

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

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

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

### Other prohibitions:

- Resident shall not park in driveways or carports of any other residence.
- Resident shall park with the flow of traffic when parking on the street.
- All motorcycles must be parked in a garage or within the confines of the carport (or use a kick plate if parked in community parking areas). Motorcycles are not permitted on sidewalks, in landscaped areas or in the home.
- Boats, trailers, recreational vehicles, and oversized vehicles may not be parked within the

Community—except for a maximum of 24 hours when you are getting them ready for use or storage. If more time is needed due to other circumstances please contact the Community Management Office at 719-982-4800 Option #2 to discuss. You can park and store these vehicles in the Outdoor Recreation Storage Lot for a small fee. Call the 10th Force Support Squadron Outdoor Recreation RV Storage lot at 719-333-4475 for rental information.

Vehicles found in “No Parking” areas, red zones, blocking access, without current registration, inoperable, stationary for extended periods of time, or in Handicapped spaces (without a permit) will be towed at the vehicle owner’s expense and risk.

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

## PERSONALLY-OWNED PLAY EQUIPMENT AND COMMUNITY PLAYGROUNDS

Playgrounds are provided throughout the Community for Residents, Occupants and Guests use and enjoyment. Although the playgrounds and common areas are cleaned and mowed on a schedule by Community Management Office, Resident is responsible to supervise children and guests and ensure the area used is clean when the Resident, Occupant and/or Guest leave.

Personally owned play equipment outside of fenced areas associated with the Premise (rented unit) is not permitted—toddler play sets intended for ages 4 and under may be maintained outside of fenced areas. Toddler sets must be kept neatly in yard or stored away when not in use. Personally owned play equipment shall be kept in good working order, and will not be secured to the ground using concrete anchors. Play equipment must be kept within the fenced backyard area. Play sets longer than 8ft or taller than 6ft must have written approval by the Community Management Office prior to installation.

The resident is responsible for any damage to lawns caused by swings, wading pools, furniture, decorations, pets, etc. Resident is responsible for returning the yard to the original condition at move out and could be charged for any repairs made by Community Management Office to restore to acceptable conditions.

Skateboard ramps are not permitted.

## PERSONAL PROPERTY INSURANCE

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

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

## PEST CONTROL

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

Migration of Miller moths occurs in late May or early June. Insecticides are not effective in controlling miller moths and should not be used. The best way to remove moths is to swat or vacuum them. Turn off all unnecessary lights in and around the home during Miller moth's migration, or substitute regular light bulbs on your porch with yellow lights.

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 at 719-982-4800 Option #1. 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.

## PET POLICIES

No pets are permitted in the Community at any time except by prior written consent of Owner. A maximum of two (2) authorized pets may be permitted in the Premises, and Owner and Resident must sign a Pet Addendum. A refundable pet deposit will be required.

Residents may not board dogs of any breed (including a mixed breed) that are deemed “aggressive or potentially aggressive,” unless the dog is a certified military working dog that is being boarded by its handler/trainer or approval is obtained by the Owner in partnership with the Air Force partner in writing. For purposes of this policy, aggressive or potentially aggressive breeds of dogs are defined as a Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinscher, Chow, and wolf hybrids. Prohibition also extends to other breeds of dogs or individual dogs that demonstrate or are known to demonstrate a propensity for dominant or aggressive behavior as indicated by any of the following types of behaviors:

- (1) Unprovoked barking, growling or snarling at people approaching the animal
- (2) Aggressively running along a fence line or on dog lead when people are present
- (3) Biting or scratching people
- (4) Escaping confinement or restriction to chase people

Residents may not board exotic animals such as, but not limited to, large reptiles, rodents (other than hamsters, mice, and guinea pigs), ferrets, hedgehogs, skunks, rats, raccoons, squirrels, pot bellied pigs, monkeys, or any farm animal. Small common pets such as small snakes, pet store available rodents such as hamsters, mice, guinea pigs, lizards, etc., must be maintained in a terrarium and/or appropriate cage.

Pets must be secured with leashes and under positive control while outdoors, except in fenced patios and yards (which includes pet tethers, electric restraint, or authorized dog runs). **Loose or stray animals seen in specific neighborhoods/areas may be reported to the Maintenance Management team at 719-982-4800 Option #2 and our subcontractor/animal control will be dispatched generally within 2-4 hours (normally during daylight hours) and the pet taken to the Humane Society where it can be claimed by its owner. Residents will be responsible for the payment of any related fees to the Humane Society. Due to past experiences with pets biting employees, etc., we are unable to temporarily restrain or keep lost pets at the Community Management Office.**

In accordance with state and city laws, personal liability, and community safety pet owners must maintain current immunizations on all pets. Dogs and cats are required to wear a collar or harness with current rabies and distemper vaccination attached. Tags identifying the Pet Owners name and/or phone number is highly encouraged to facilitate neighbors and the Humane Society in helping return lost pets

**Pet areas must be cleaned regularly to control and prevent vermin infestations. Pet feces must be picked up regularly so as to prevent nuisance to the Community or neighbors. Charges may be applied to Residents account if a vendor has to be sent out to clean up the area.**

Operating a commercial kennel is prohibited as is breeding animals on the Premises for commercial purposes (more than 1 breeding per year) and will constitute an unauthorized business and may result in immediate lease termination.

Residents are responsible for informing guests that guests' pets are not allowed in the common areas without proper leash and guests' pets must be documented with the Community Management Office to include expected length of stay. Residents will not be permitted to use the Premises to care for pets belonging to other persons without the written consent of Owner; stays of guest pets for more than 30 days will require a pet deposit unless a pet deposit has already been paid at move-in. Guest pets will not count towards the two (2) authorized pet guideline for the Premise unless staying more than 30 days.

However, the keeping of pets 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 Community. Additionally, the Resident must execute a **Pet Addendum** to the Lease Agreement.

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).

Dogs are allowed to be walked in the Community, but are restricted from parks and baseball fields ran by the base to avoid any damage to the areas. If the dog deposits waste, the Resident must pick up and remove it from the property immediately. There are dog stations installed throughout the community with pet waste bags for your convenience.

## **Pet Care**

**Tying of Pets:** Pets may not be tied to common areas such as trees, pavilions or any common area in the Community.

**Noise and Odors:** Pet owners are responsible to control pet noise and odor.

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 Community.

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

If a Resident is suspected of not providing appropriate care to pets or being neglectful Owner will first contact the Resident or other authorized occupant to address concerns and complaints.

If Resident is unable or unwilling to properly care for pets or in the event the Resident or other authorized occupant is not of assistance, Owner will report the incident to the Animal Protective Shelter or appropriate authority for action in order to protect the animal and general safety and well-being of the Community. **The cost of the care facility will be borne by the Resident.**

**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.

Failure to comply with the Pet Policy contained in the Community Handbook 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.

### **Assistive Animal Policy:**

Animals used to assist persons with disabilities living in the housing community or who visit the housing community 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. Proper documentation will be required.

Management has the right 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 person has a disability does not automatically entitle him/her to an assistive animal. There must be a relationship between the person's disability and his/her need for the animal.

Management 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 individual's assistive animal causes damage to the home or the common areas of the housing community, at that time, Management may charge the individual for the cost of repairing the damage.

## **POOLS AND HOT TUBS**

Use of small wading pools, not exceeding (18) inches in height, are 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. Medical exceptions will be reviewed on a case-by-case basis and should be submitted to the Community Management Office as a Request for Reasonable Accommodation.

10th Force Support Squadron operates an indoor swimming pool at the USAFA Fitness Center on Community Drive that is accessible to Residents. Additionally, the local YMCA facilities offer great outdoor swimming facilities at an affordable rate.

## REFUSE COLLECTION, RECYCLING AND HAZARDOUS WASTE

### 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 beyond fair wear and tear, lost or stolen.
- Resident will be responsible for regular cleaning of the bin(s).
- Refuse bins must be at the curb before 0700 hours on the scheduled pick-up days, unless otherwise instructed by the Community Management Office.
- The bins must be returned to proper storage by 2000 hours on the day of collection.
- For residents living in a cluster, a dumpster has been designated for your use. Residents should place refuse inside the dumpster and secure the lid after the refuse is placed in the bin. Refuse is not to be left on the ground or next to the dumpster.
- Plastic liners and covered trash bins minimize odor and pest control problems.
- Toys, bicycles and personal items left within close proximity of the refuse bin may be accidentally picked up.
- Large, bulky items such as mattresses, furniture, and appliances will be picked up on the same day as regular trash pickup. Bulk pickup must be scheduled with the Community Management at 719-982-4800 Option #2 or [AFAContact@HuntCompanies.com](mailto:AFAContact@HuntCompanies.com) so the contracted Waste Company can be notified of required pick up. Contact the Community Management Office for additional information or schedules.
- 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.
- All hazardous waste must be disposed of properly, and not thrown with regular waste. Please call the Community Management Office at 719-982-4800 Option #2 for a list of hazardous waste and where to dispose of them or see page 41.



## **Recycling**

Recycling is strongly encouraged and Recycling containers are provided. 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 at the time of move in and is published routinely in the community newsletter

## **Hazardous Materials/Waste**

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

- Paint, paint thinner and aerosols
- Turpentine and other spirits
- Polishes and waxes
- Glue
- Gasoline and other petroleum products, including used oil
- Batteries
- Pesticides, herbicides, fertilizers, and soil additives
- Common household cleaners and disinfectants, including bleach
- Fluorescent light bulbs

Residents are responsible to dispose of all hazardous waste and materials on their own. The Community Management Office cannot accept or dispose of any hazardous waste for the Resident. Unusable Household Hazardous Waste (HHW) may be disposed Monday - Friday, 7am - 5pm or on the Second Saturday of each month, 9am-1pm at the El Paso County Household Hazardous Waste Facility located at 3255 Akers Drive, Colorado Springs. The phone number is 719-520-7871. Please see the Community Management Office for a flyer and list of items.

Please contact the Community Management Office if you have questions on correct disposal procedures.

## **SAFETY**

Safety on the Premises and in the Community 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 agencies.

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

## **Fire Protection**

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

## **Fireplaces**

Resident is responsible for the safe operation and cleaning of interior wood burning and gas fireplaces. The Community Management Office will instruct the Resident on the safe and proper use of the fireplace at move-in. Contact the Maintenance Office if not comfortable with the operation of the fireplace.

## **Garage Doors**

Garage door springs, cables, brackets and other hardware attached to the springs are under very high tension and if handled improperly, can cause serious injury. We recommend that you report all malfunctions to the Maintenance Office at 719-982-4800 Option #1 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 Maintenance Office or Community Management Office. A service technician will repair and/or replace the transmitter within 24 hours.

## **Personal Safety Reminders**

- Take responsibility for personal safety. Know your local emergency phone numbers.

- Verify the identity of anyone at your front door desiring entry. If the person claims to be an employee of the Community Management Office and you do not recognize them, call the Community Management Office for verification.
- 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, in common areas 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 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 Community Management Office or to Security Forces at 719-333-2000.
- Vehicles should remain locked at all times with items stored out of sight.

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

In addition to Carbon Monoxide detectors, Smoke detectors have been provided and should not be deactivated or removed. Resident is responsible for checking and maintaining all smoke and carbon monoxide detectors, and must immediately notify Community Management Office, 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 Community Management Office. Community Management Office 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 Community 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 above ground level.

Lock all windows. Do not leave young children unsupervised in second-story rooms with open windows.

## **SERVICES-OTHER**

Services provided as a courtesy or convenience for the Residents and Occupants, excluding utilities and trash removal described in the Lease Agreement, are provided at the discretion of the Owner and Community Management Office. 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.

## SIGNS

Sign or banner advertising an event can only be posted on authorized bulletin boards or areas specifically designated by the Community Management Office. Yard/Garage sale signs may be of a stick-sign nature and may be posted at the Premise as early as the day prior to the sale and removed at the end of the day of the sale (see Yard Sale section). Signs are not to be attached to utility poles, mailboxes, signposts, trees, etc., and contained to only the housing areas.

## SNOW AND ICE REMOVAL

Resident is responsible for snow removal on driveways, 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 Community Management Office will take care of all other areas.

Hunt MH Shared Services, LLC Contractor will remove snow 8 feet in width from access roads to each house or house cluster and to some garage doors if possible. In the event that vehicles are parked in the driveways or on the access roads, plow units will not plow any closer than 3 feet from parked vehicles.

Snow removal operations will begin when accumulations of 2" are present in any area. Snow removal can be a lengthy process, therefore priority is placed on main roads throughout the community first, designated addresses, bus stops, then side roads, individual clusters, and last sidewalks, mailbox areas, etc.

## SOLICITATIONS

Door-to-door sales, surveys, and/or solicitations of any sort are not permitted; Youth Groups such as Boy Scouts and/or Girl Scouts may request permission to market to the Community for specific fundraiser campaigns or service programs such as Holiday Tree Recycling. Likewise, commercial advertising or flyers of any kind may not be posted or distributed unless a specific service or marketing tool of the Community Management Office. It is a Federal offense to attach anything to mail boxes.

## TELEPHONE LINE MAINTENANCE

Information concerning telephone service in the Community 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 or telephone service, 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 Community Management Office. Request forms are available from the Community Management Office.

## TEMPORARY ABSENCE FROM PREMISES

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

- DO NOT turn off heat, turn thermostat back to the lowest setting, but not lower than 65 degrees to prevent water lines from freezing.
- Disconnect all hoses from outdoor faucets during colder months when expecting bad weather.
- 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 Community Management Office.

## TRAMPOLINES

Trampolines are not permitted on Resident's Premises unless approved by the Community Management Office. Trampolines (regardless of size) must be kept in fenced-in backyard areas. Use is at Residents' risk. All trampolines must be equipped with safety netting and padding. Trampolines are the sole responsibility of the Resident. Owner is not liable for any damages or injury as a result of the use of trampolines.

## 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. The following are the rules and regulations for the Community:

### **Automotive Maintenance and Policies**

- All vehicles must: (1) be operable and (2) display current tags.
- Commercial vehicles may not be kept in the Community or Premises unless they are of a size/type to fit within the Premises garage or carport area. 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 Community 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: transmission repairs, bodywork repairs, engine cleaning, changing oil, and car washing. Residents are encouraged to utilize the Auto Hobby Shop operated by the 10th Force Support Squadron which may be contacted at 719-333-4752 for automotive maintenance needs.

- Vehicles shall not be in an inoperative status in excess of fourteen (14) days. All inoperable vehicles must be removed from the Community and Premises.

### **Garages/Carports/Sheds**

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

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

- Storage of flammable liquid, such as gasoline, is restricted to 1 gallon and should be stored in a secure area.
- Garages shall not be used for living spaces, and shall not be altered or modified for such use.
- Pets shall not be kept in garages or sheds.
- Do not block or barricade garage doors.
- Do not store items near or block water heaters located in garages.
- Oil or gas space heaters shall not be used in garages or sheds.
- The Resident, Occupant or Guest may not alter electrical wiring in garage or shed spaces or any other area of the home.
- A garage or carport is considered a “designated parking space”. No additional parking will be allocated for vehicles displaced by storage of personal goods.
- While carports are part of the leased premises, their appearance does affect your neighbor’s enjoyment of their home and community. Please keep these areas neat and orderly.
- While enjoying the outdoors is common in our Colorado environment, common carports and patios may not house or exhibit furniture intended for indoor use—only patio or furniture intended for outdoor use (by manufacturer) is permitted.

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

Recreational vehicles, utility trailers, boats, campers, snowmobiles, ATV’s, and jet skis must be parked in authorized designated areas, and are prohibited in the Community unless the item fits into the garage or covered carport area. The only exception to this rule is when the vehicle is being made ready for use or storage not to exceed 24 hours coming or going. 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, bodywork, and interior repairs on the Premises are not allowed.
- Flammables, such as paints, thinners, and gasoline may not be stored in vehicles.

- Guests' RVs may not be parked in the Community for more than 24 hours. Guest RVs are encouraged to utilize the FamCamp operated by the 10th Force Support Squadron which may be contacted at 719-333-4980.
- Go Carts and ATV's are not to be used at USAFA.

Violation of these RV and other vehicle policies shall result in the removal of the RV or other vehicle from the Community at the Resident's expense in accordance with applicable law.

## WEBSITE

Owner's Community website is located at [www.airforceacademyhousing.com](http://www.airforceacademyhousing.com). Residents will be able to use this website to inquire about and access information regarding Community Management Office forms, policies, monthly newsletter and upcoming events.

## WILDLIFE AND BIRD FEEDING

**To prevent the local wildlife in the Community 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.

## YARD AND GARAGE SALES

All yard and garage sales will be limited to Friday, Saturday and Sunday. Items are not allowed to be left outside the Premises overnight. Signs may be utilized to advertize, signs must be smaller stick-in-ground signs, or boxes with a sign attached on the ground. Signs may not be posted sooner than the day before the sale and must be removed by the end of the day of the sale. **Signs are restricted to housing areas only**, they cannot be placed on main roads or other places throughout the base. **Signs MUST NOT be attached to road signs, telephone poles, mailboxes, trees, etc.**

## YARDS--PROHIBITED ITEMS

Patios, yards, and carport areas must be neat and clean at all times. Boxes, furniture and/or equipment may not be stored on patios and in carports. Towels and laundry may not be hung within patios or from balcony railings, clothes lines are not permitted. Furniture, other than furniture intended for lawns or outdoor usage shall not be kept on patios, in carports, or in yards. Carpeting on patios/decks is prohibited. Yards should be clear of debris as well as ornamentation that affects mowing.

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 neatly stored in Resident's carport area or patio. Tree houses and tree swings are not permitted on Resident's property, in common areas or in any tree on Community grounds.

Outdoor grills (gas or charcoal) are permitted only outside the home no closer than ten (10) feet to the house or fence while in use. Must be stored properly when not in use on back patios, carports,



or garages. Barbeque grills should not be left unattended when in use or while still hot. Cooking food in the front yard using hibachis, grills, etc. is prohibited.

Burning of rubbish or bonfires is not permitted.

Disposal of cigarette butts in the roadways, parking lots, sidewalks, or any other public areas or in landscaped areas is prohibited. Charges may occur to Residents account if Community Management Office has to send vendor out to clean it up.

## CONDITION OF HOME

Resident is responsible to return the premissis in the same condition it was received at move in, to include cleaning. Resident is responsible to clean the house according to the cleaning checklist. A cleaning checklist and price list for damages will be provided in the Notice to Vacate packet received once Resident notifies Community Management Office. Cleaning and damages will be assessed at the Pre and Final Inspections. Resident is responsible for any and all cleaning and damage charges found at move out to include any pet and smoke smells.

## SMOKING INSIDE THE HOUSE

Smoking inside the premissis is not prohibited, however the **Community Management Office highly recommend that Residents DO NOT smoke inside the premissis.** Resident will be responsible for any and all smoke damages and smells that have occurred during Residents tenancy. Please see Community Management Office for damage price list or additional questions.

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## **EXHIBIT A - DISASTER SUPPLY KIT**

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

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

# **EXHIBIT B - FIRE PLAN AND PREVENTION**

## **IN CASE OF FIRE:**

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

## **Alternate Plan:**

If you cannot leave your home:

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

## **Fire Prevention**

Following are suggested tips for fire prevention:

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

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

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# **EXHIBIT C - HUNT MH SHARED SERVICE, LLC REASONABLE ACCOMMODATION AND MODIFICATION POLICY AND PROCEDURES**

## **HUNT MH SHARED SERVICES, LLC REASONABLE ACCOMMODATION AND MODIFICATION POLICY AND PROCEDURES**

### **POLICY STATEMENT**

We are committed to ensuring that our policies and procedures do not discriminate against individuals with disabilities, on the basis of disability. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or change to policy, Hunt MH Shared Services, LLC will provide such accommodation or modification unless doing so would result in a fundamental alteration in the nature of the housing or an undue financial and administrative burden. In such case, Hunt MH Shared Services, LLC will make another accommodation or modification that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, rules, or services that provides a qualified individual with a disability the opportunity to participate in, or benefit from, housing or non-housing activities.

A reasonable modification is a structural modification of the home or of public or common areas.

This Reasonable Accommodation and Modification Policy is based on the following statutes or regulations: the Federal Fair Housing Act (Fair Housing Act), any other applicable federal statute, the respective implementing regulations for the applicable federal statutes, and state/local fair housing and civil rights laws.

### **REASONABLE ACCOMMODATION OR MODIFICATION**

A person with a disability may request a reasonable accommodation or modification at any time during the application process or residency. The requesting individual or any person identified by the individual must reduce all requests to writing.

Reasonable accommodation or modification methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another individual. The decision to approve or deny a request for a reasonable accommodation or modification is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the housing or non-housing activity.

### **APPLICATION OF REASONABLE ACCOMMODATION AND MODIFICATION POLICY**

The Reasonable Accommodation and Modification Policy applies to individuals with disabilities.

### **PERSON WITH A DISABILITY DEFINED**

A person with a disability as defined by the Federal Fair Housing Act is an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes visual, speech, and hearing impairments; cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction, and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

The definition of disability does not include any individual who is an alcohol abuser or drug abuser whose current use of alcohol or drugs would constitute a direct threat to property or the safety of others. The definition does protect alcohol abusers and drug abusers who are being treated or have received treatment for their alcoholism or drug addiction.

## **EXAMPLES OF REASONABLE ACCOMMODATIONS AND MODIFICATIONS**

Examples of reasonable accommodations and modifications may include, but are not limited to:

- Making a home, part of a home or public and common use elements accessible for the head of household or a household member with a disability;
- Permitting a family to have a service or assistive animal necessary to assist a family member with a disability;
- Transferring a resident to a larger size home as a disability-related need;
- Transferring a resident to a home that is completely on one level;
- Installing strobe-type flashing lights and other such equipment for a family member with a hearing impairment; and
- Permitting an outside agency or family member to assist an applicant to meet admission standards or a resident meet the essential terms of the lease and/or Community Handbook.

## **PROCESSING OF REASONABLE ACCOMMODATION AND MODIFICATION REQUESTS**

Individuals may submit their reasonable accommodation or modification request(s) in writing, orally, or by any other equally effective means of communication. We will ensure that all reasonable accommodation or modification requests will be reduced to writing within 24 hours of receipt. Upon request on-site employees will assist the individual in completing the “Request for Reasonable Accommodation and Modification”, (“Request Form”), attached hereto, for all applicants and residents with disabilities who request a reasonable accommodation or modification.

Reasonable accommodations or modifications will be made for applicants during the application process. All applications must be taken in an accessible location.

Residents seeking accommodation(s) or modification(s) may contact the Community Manager. We will send the resident an “under consideration” letter or other form of written acknowledgement. The Vice-President of Military Housing and Hunt MH Shared Services, LLC in-house counsel may

also send an “under consideration” letter. Within two (2) business days of receipt of any third-party certifications from health care providers, we will forward the resident’s reasonable accommodation or modification request(s) to the Vice-President of Military Housing.

Within fourteen (14) business days of receipt, the Vice-President of Military Housing or the in-house counsel for Hunt MH Shared Services, LLC will respond to the Resident’s request.

If additional information or documentation is required, the Vice-President of Military Housing or Hunt MH Shared Services, LLC in-house counsel will notify the resident, in writing, of the need for the additional information or documentation. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

If all necessary and supporting documentation information is first received, within ten (10) business days of receipt, the Vice-President of Military Housing or in-house counsel for Hunt MH Shared Services, LLC will provide written notification to the resident of its decision to approve or deny the Resident’s request(s).

If the Vice President of Military Housing approves the accommodation or modification requested, the resident will be notified of the projected date for implementation.

If the accommodation or modification is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding Hunt MH Shared Services, LLC reconsideration process.

All approved determinations by the Vice-President of Military Housing will be forwarded to the on-site manager for implementation.

## **VERIFICATION OF REASONABLE ACCOMMODATION AND MODIFICATION REQUEST**

We may request documentation of the need for a reasonable accommodation or modification. In addition, we may request that the individual provide suggested reasonable accommodations or modifications.

We may verify a person’s disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation or modification have a disability- based need for the requested accommodation or modification. Hunt MH Shared Services, LLC may not require third-party certification of disability status for an obvious and readily known impairment.

However, we may not require individuals to disclose confidential medical records in order to verify a disability. In addition, we may not require specific details regarding the individual’s disability. We may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation or modification. We may not require the individual to disclose the specific disability/disabilities or the nature or extent of the individual’s disability/disabilities.

Verification of a resident’s disability and the need for the requested accommodation or modification may be provided from someone in the medical field including:

- Physician;
- Licensed health professional;
- Professional representing a social service agency; or Disability agency or clinic.

Upon request, the on-site manager will forward the recommendation, including all supporting documentation, to the Vice-President of Military Housing within five (5) days of receipt.



## **DENIAL OF REASONABLE ACCOMMODATION OR MODIFICATION REQUEST(S)**

Requested accommodations or modification will not be approved if one of the following would occur as a result:

- A violation of state and/or federal law;
- A fundamental alteration in the nature of the housing;
- An undue financial and administrative burden on the landlords;
- A structurally unfeasible alteration; or
- An alteration requiring the removal or alteration of a load-bearing structural member.

## **TRANSFER AS REASONABLE ACCOMMODATION**

We shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation or modification. However, if a resident with a disability requests modifications that involve structural changes, including but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized home with the special accessibility feature(s) needed by the person(s) with disabilities in that resident's Community, we may offer to transfer the resident to another home in lieu of providing structural modifications. However, if that resident rejects the proffered transfer, we shall permit modifications to the resident's home unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

For all other reasons (that is, non-accessibility reasons) for transfers, each request will be processed on a case-by-case basis with the particularized details of the requester's specific accommodation or modification. The totality of the circumstances will be reviewed.

If a home with special accessibility features is occupied by a family without a family member needing the special accessibility features, that family may be asked to transfer to a home without special accessibility features so a family needing the special accessibility features may move in. Such a resident without disabilities with the longest remaining time on the PRD may be asked to transfer.

## **SERVICE OR ASSISTIVE ANIMALS**

Residents with disabilities are permitted to have assistive animals, if such animals are necessary as a reasonable accommodation for their disabilities. Residents or potential residents who need an assistive animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistive animals are not subject to the requirements of the pet ownership policies or pet deposit.

## **PAYMENT FOR REASONABLE MODIFICATIONS**

The Federal Fair Housing Act requires Hunt MH Shared Services, LLC to permit reasonable modifications to be made at the resident's expense.

## **RECONSIDERATION PROCESS**

The applicant or resident may request a reconsideration of a denial of an accommodation or modification by the Vice-President of Military Housing. The applicant or resident may request reconsideration with the management office or directly from the Vice-President of Military Housing. The Vice-President of Military Housing will issue a written decision affirming or overturning the original denial.

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