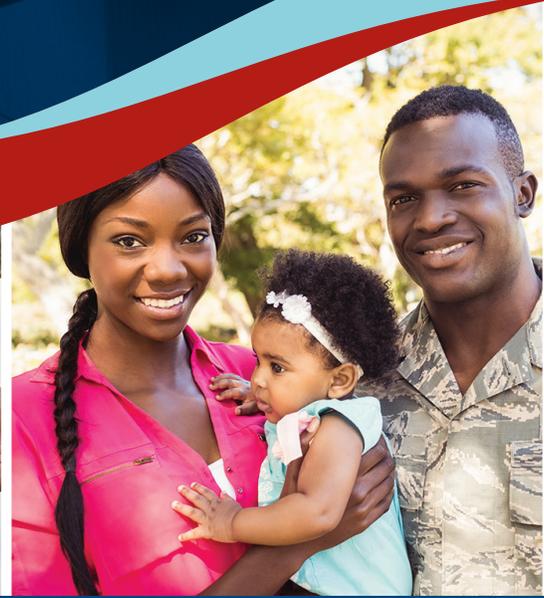




**FORT LEE**  
FAMILY HOUSING

HUNT MILITARY COMMUNITIES



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# RESIDENT GUIDELINES

Dear Resident of Fort Lee Family Housing:

Welcome to Fort Lee Family Housing! We at Hunt Companies are deeply honored and proud to have the privilege of serving you at home. We recognize how much you and your family sacrifice for our country. While you are protecting our way of life, we are dedicated to providing a better quality of life for your family.

We know quality of life depends not just on your home, but on your community and the services you receive. Our management team will strive to respond to your needs, providing you with such services as on-site Community Manager in your neighborhood, grass cutting in un-fenced yards, leaf removal, and full-service maintenance, including 24-hour emergency maintenance and a 24-hour maintenance request line. We specialize in promoting community involvement by providing opportunities for you to socialize with your neighbors. We hold monthly community events and sponsor existing post events. We will make every effort to communicate with you about housing maintenance, events and policies through our bi-weekly newsletters, Facebook page and housing website, [GreggAdamsFamilyHousing.com](http://GreggAdamsFamilyHousing.com).

Fort Lee is the home to 1508 new and existing homes. Since 2007 our improvements have included four new Neighborhood Centers, over 3100 square feet of rentable meeting space, 651 newly constructed homes, 41 tot lots, basketball courts, tennis courts and two splash parks with cabanas. We have seen the development of an additional 93 newly constructed homes and 4 new playgrounds.

This Resident Handbook is an integral part of your Lease providing details and information about the community you have joined. Our operations and services as well as your responsibilities as a Resident are described in this document. Please review this handbook thoroughly as it is designed to assist you while residing with us.

On behalf of Hunt Companies, we are proud to serve those that serve our country and welcome you home.

Sincerely,

The Hunt Companies Management Team at  
Fort Lee Commonwealth Communities

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# 1. INTRODUCTION

## About Residential Communities Initiative (RCI)

RCI enables the Army to leverage Service Members' BAH and government contributions to attract private capital and expertise to improve military family housing. The Department of the Army planned and implemented the program, policies and procedures for the transition to the selected private-sector partner. East Army Properties (EAP) was selected as the partner at Fort Lee. We are the 36th Installation to privatize.

## About Fort Lee Commonwealth Communities LLC

The U.S. Army and EAP formed a partnership called Fort Lee Commonwealth Communities, LLC (FLCC), which assumed ownership and management of Gregg-Adams's Family Housing effective September 1, 2007. EAP is the managing partner of the project.

## About EAP

East Army Properties is a joint venture comprised of three private companies: Hunt Building Company of El Paso, Texas; Pinnacle, An American Management Services Company of Seattle, Washington; and Falcon Properties of Plymouth Meeting, Pennsylvania. The joint venture was formed with the express intent of providing the U.S. Army with the expertise and resources to successfully plan, finance, develop, construct, and manage the Fort Lee Family Housing community.

## About Hunt

Hunt Building Company, Ltd. is a full-service design-build, development, and asset management company founded in El Paso, Texas, in 1947. Hunt Building and its predecessors have completed projects in 38 states, from Hawaii to Virginia, as well as Puerto Rico and Guantanamo Bay, Cuba. Hunt has built more military Family Housing projects in the U.S. than any other entity. For more information, visit [HuntCompanies.com](http://HuntCompanies.com).

## About Falcon

Falcon Properties is a real estate development company based in South Eastern Pennsylvania with over 10 years of experience in the creation of market driven residential housing. Falcon has developed both multi-family and single-family projects in 4 states totaling nearly 8,000 units. These residential communities are comprised of both new construction and rehabilitation product. Fort Lee Family Housing represents the 3rd Department of the Army (DA RCI) project in which Falcon and/or its principals have been involved.

# 2. RESPONSIBILITIES AND DUTIES

## 2.1 Landlord Responsibilities

Landlord agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning, appliances and other facilities and common areas in good and safe working condition, subject to the covenants and duties undertaken by Resident(s) below. Landlord further agrees to comply with all applicable building and housing code requirements governing residential rental property in the State of Virginia.

## 2.2 Resident Responsibilities

Resident agrees to keep the Premises clean and safe; to use all electrical, plumbing, heating, ventilating, air conditioning, appliances and other facilities and common areas in a reasonable

manner; to conduct himself and herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb other residents' peaceful enjoyment or cause annoyance to other residents; to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, nor permit any member of the Resident's family, any guest or other person to do so; to abide by all rules, responsibilities and regulations imposed by the Landlord; to comply with all applicable laws.

### **3. GENERAL INFORMATION**

#### **3.1 Conditions of Occupancy**

The resident will use the premises solely as a single-family residence for the military sponsor and qualified family members. The use of the home for any other purpose, including shelter for any additional persons is prohibited without approval from the Property Manager. Please refer to 8.16 Guests and Visitors for information on how to gain approval for your guests and visitors.

#### **3.2 Landscaping**

Standard landscaping maintenance services, including mowing, edging and leaf removal, will be provided by FLCC in the Family Housing common areas and un-fenced yards of all residences on a designated schedule in order to provide all residents an aesthetically appealing community.

Residents will be responsible for turf mowing, trimming and clipping removal (if necessary) to FLCC specifications of all fenced back yards. In the event that a resident does not maintain their fenced back yard to FLCC standards, the fencing may be removed and the resident will be charged for any lawn maintenance services performed in these areas to restore the yard to proper aesthetically appealing conditions.

In order to conserve natural resources and contain utility costs, the frequency and duration of watering lawns and plantings by residents may be restricted. When watering restrictions are necessary, a schedule will be published in the Community Newsletter outlining the schedule for each housing area. All residents are required to adhere to the published schedule during times of watering restrictions.

#### **3.3 Lease**

Each resident will sign a Lease with Fort Lee Commonwealth Communities, LLC prior to moving in. In order for a spouse to sign the Lease, a "special power of attorney" is required since the Lease starts an allotment to FLCC in an amount equal to the Service Member's BAH.

#### **3.4 Maintenance Requests**

All maintenance requests should be reported to the designated Neighborhood Center, online or through Rent Café App. Contact information for the neighborhood management offices is available in section 3.6 Office Hours and Locations. The locations can also be located at [GreggAdamsFamilyHousing.com](http://GreggAdamsFamilyHousing.com).

Residents may enter maintenance requests in the following manner; by telephone to their local neighborhood center, by walk-in office visit, internet at [GreggAdamsFamilyHousing.com](http://GreggAdamsFamilyHousing.com) or via Hunt Resident App. Online or App service requests should only be entered for routine maintenance work orders.

After normal office hours, FLCC utilizes a professional maintenance call center, manned by maintenance-qualified operators that residents may call to place any maintenance request

(including emergency needs) or leave messages for the office staff for the next business day. Please dial 804.566.3300 and press 3 to access the third party maintenance call center. When the maintenance call center receives an emergency call, the operator will first verify that the resident has placed calls and spoken with appropriate emergency responders such as fire, police, or medical assistance. An emergency requiring maintenance response will generate an immediate contact by the operator with FLCC on-call resources to initiate emergency maintenance service.

FLCC provides 24-hour emergency maintenance service. Emergency work orders take priority over all other work orders because they require immediate action. FLCC personnel will respond promptly, either by telephone or in person, to confirm the classification of emergency maintenance requests and establish priorities for addressing multiple emergencies. At this time a service request number will be issued for tracking purposes. The following situations are examples of the classification of requests, but are not limited to these situations only.

### **Emergency Maintenance Requests**

Response Time not longer than 1 hour

An emergency is any conditions that may constitute an immediate threat to life, mission, security or property. These requests are responded to within one hour and handled immediately.

Examples: loss of heating (when exterior temperature is below 64 degrees); loss of air conditioning (when exterior temperature is above 78 degrees); sewage back-up; electrical hazards; inoperable exterior door lock; broken water line; flooding; Fire and natural gas leaks should be reported to 911 immediately and then reported to the management office.

*\* Other requests may be considered an emergency if the resident in the home has an approved medical exception form from EFMP Coordinator or Medical Professional.*

### **Urgent Maintenance Requests**

Response Time not longer than 4 hours Conditions that could become an emergency if not addressed or that impact critical living conditions as listed below. These requests will be responded to within four hours of the request during normal business hours and within eight hours outside of normal business hours.

Examples: range/oven failures that prevent resident from cooking; refrigerator failure that could result in food spoilage; water heater failure; inoperable toilet; broken window; garage door jammed or inoperable; light fixtures, switches, or receptacles not working.

### **Routine Maintenance Requests**

Completion Time not longer than 72 business hours after initial response. (Initial response could be up to (3) business days)

Normal or routine maintenance requests that do not meet the category of emergency or urgent.

*\* Residents should inform the person taking the maintenance request if there are any verifiable medical conditions that will be aggravated by conditions in the home related to the request.*

Residents are encouraged to contact their respective Community Manager if there are any questions concerning any maintenance issues.

Residents are encouraged to complete and return Maintenance Rating Cards each time that maintenance is performed.

A false trip charge of \$25 will be incurred when a Maintenance Technician responds to the following situations:

- When access is denied to the home for scheduled AM/PM Routine Maintenance appointments.
- When an Emergency Maintenance Request is falsely reported.
- When access is denied to the home for scheduled Preventative Maintenance.

To avoid a false trip charge, contact your Resident Relations Specialists 2 hours prior to the scheduled appointment. For example, if you have a PM appointment (1:00pm – 6:00pm), you will need to contact your Resident Relations Specialists by 10 am the same day. If you have an AM appointment (8:30am – 12:30pm), you will need to contact by 3:30pm the day prior to the appointment.

### **3.5 Office Hours and Locations**

Normally, management offices will operate from 8:30am until 5:30pm Monday through Friday. The Sisisky Welcome Center will have additional hours Saturday from 9:00am until 12:00pm. Temporary changes in office hours can be found on the FLCC website ([GreggAdamsFamilyHousing.com](http://GreggAdamsFamilyHousing.com)), in community newsletters and will be posted on all management office doors.

#### **Servicing Prospective Residents Welcome Center**

1510 Sisisky Blvd  
Fort Lee, VA 23801  
804.566.3300

#### **Servicing Current Residents of Monroe Manor and Washington Grove**

Washington Grove and Monroe Neighborhood Center  
465 New York Drive  
Fort Lee, VA 23801  
804.732.7460

#### **Servicing Current Residents of Adams Chase and Madison Park**

Adams Chase and Madison Park Neighborhood Center  
342 Manilla Road  
Fort Lee, VA 23801  
804.732.7480

#### **Servicing Current Residents of Jefferson Terrace and Harrison Villa**

Jefferson Terrace and Harrison Villa Neighborhood Center  
46 St Lo Road  
Fort Lee, VA 23801  
804.722.4327

#### **Servicing Current Residents of Valor Circle**

Valor Circle Neighborhood Center  
800 Valor Circle  
Fort Lee, VA 23801  
804.733.7884

### 3.6 Privacy Policy

No resident information will be released to third parties, unless requested in writing by the Resident, except for rental verification/history, credit-reporting purposes, or when required by law.

### 3.7 Rent/Basic Allowance for Housing

Each Service Member receives BAH monthly, based on their rank and family status. At the time of move in, the Service Member must establish an allotment to FLCC with the Defense Finance and Accounting Service (DFAS). Marines, Active Reserve, National Guard and Coast Guard Service Members are required to complete DD form 2558 for the allotment to begin. If the Service Member is unable to establish an allotment due to DFAS or third party processing service limitations, the Service Member will be required to pay their monthly rent to the management office by check or money order by the first of each month.

Resident shall not be in default by reason of FLCC's failure to receive a BAH payment due to an error or delay caused by the military, as long as the appropriate military authority provides written acknowledgement of this error or delay within 5 days of the payment date and the default is cured within 30 days, unless extended by FLCC upon the written request of the Army.

## 4. MOVE-IN / MOVE-OUT RESPONSIBILITIES

### 4.1 Move-In Inspection

The resident and a FLCC's representative will inspect the house together and complete a Move-In Report verifying the condition of the home upon move-in. Cosmetic discrepancies will be noted on the condition form and the resident will not be held responsible for these at move out. After a thorough inspection of the home, the resident shall provide written acceptance of the Premises "as is". Any condition found that merits follow-up correction by FLCC after move-in should be reported as a maintenance request.

### 4.2 Termination/Vacate Notice

FLCC requires a written 30-day notice of intent to vacate prior to vacating the home, including at the end of the lease term. **Service Members are required to provide PCS orders to the management office within 72 hours from the time they are received from the Army.** Permanent change of station (PCS) orders or discharge from active service with less than 30 days notice will be excused from this policy. Residents must obtain the notice to vacate form from a Resident Service Specialist who will explain the move-out process.

We recommend that you visit transportation and coordinate the relocation of your household goods before submitting your Notice to Vacate date in order to limit changes in your move out date. Any changes that occur will result in a cancellation of your original 30 day notice and new written 30 day notice must be submitted effective the date of the change.

### 4.3 Termination/Vacate Notice

Residents are requested to visit the neighborhood management office to deliver their notice of intent to vacate in order to coordinate terminating the Service Member's BAH allotment, scheduling the move-out inspection and providing forwarding address information.

### 4.4 Cleaning Requirements (Vacating Quarters)

The Resident is responsible for leaving the home with no damage (unless noted on the Move-In report), normal wear and tear accepted, in a broom-clean condition and free of any trash or

personal items. Broom clean condition means that a home is clean throughout – all surfaces wiped down and all flooring has been swept or vacuumed prior to the move-out inspection. The following outlines the cleaning requirements by room:

### **Kitchen**

1. Range must be completely assembled; range must be clean of all dirt, grease, food and carbonized particles and cleaning residue. Elements, oven racks, burners, burner rings, broiler pan, storage drawer and knobs must be clean;
2. Refrigerator must be wiped down inside and out. No food items should be left in the refrigerator or freezer;
3. All cabinets, drawers, shelves, cutting boards and countertops must be wiped down and all shelf paper removed;
4. Sinks and faucets must be wiped down;
5. Dishwasher shall be emptied.;
6. Hood above stove should be wiped down; and
7. Floors need to be swept or vacuumed.

### **Bathroom**

1. Tile, tub and shower should be wiped down and free of mildew and mold;
2. Toilets and sinks should be wiped down and free of mildew and mold;
3. All cabinets including medicine should be emptied;
4. Floors should be swept;
5. Linen closet must be emptied and shelf paper must be removed.

### **General**

1. Blinds must be wiped down and free of dust;
2. Garage and patios should be swept out;
3. Garbage receptacles must be cleaned out and disinfected; and
4. All trash and personal items must be removed from the home, surrounding grounds and storage areas.

Any work not completed by the resident will have to be completed by the maintenance staff or a contractor and will be charged back to the resident. A damage cost estimate sheet, outlining the standard costs to clean or repair homes left dirty or damaged beyond normal wear and tear is maintained in all FLCC management offices.

## **4.5 Normal Wear and Tear**

Repairs to the home or repair or replacement of equipment provided by FLCC due to normal wear and tear will be at FLCC's expense. The cost of repairs or replacements, resulting from damage in

excess of normal wear and tear, will be the responsibility of the resident. A damage cost sheet will be attached to your Notice To Vacate.

#### **4.6 Move-Out Inspection**

At the time Notice to Vacate is received, a move-out inspection can be requested by the resident. We also offer sight unseen inspections for your convenience.

### **5. CARE OF HOMES**

#### **5.1 Alterations to Landscaping**

Residents must obtain written permission from FLCC prior to starting any alteration or modification to the grounds around their home. This includes, but is not limited to modifications to the landscaping, patios and walkways, fencing, or installing shrubbery, flowers or vegetable gardens. All non-standard garden areas installed by Resident must be returned to their original condition prior to termination of occupancy. This includes the installation of sod in all areas that have been altered. Any new sod must be of the same variety and species as the surrounding area.

#### **5.2 Exterior Condition/Appearance**

While FLCC will be responsible for some exterior repairs and maintenance, residents are responsible for maintaining the overall appearance of the areas around their homes, including:

- Driveways and sidewalks will be free of oil stains marks and writing.
- Play equipment will be placed behind the home so as not to be visible from the front of the home.
- Basketball Goals and other play equipment are not authorized in the street area at any time.
- Trees and utility poles will not be used to install dog runs, signs, basketball goals and similar items.
- All toys, lawn equipment and similar items must be stored out of sight when not in use.
- No holes will be made on the exterior surface of the home, including brick/stucco walls, siding or over-hang. Nothing will be fastened to the exterior of the home, including signs, bicycle racks or hooks, plant holders or hooks, hose racks, antennas, satellite dish antenna, basketball goals, dog runs, and similar items.
- Trash or debris will not be allowed to accumulate or be stored in a visible location of the homes. Construction materials for self-help projects should be neatly stored in an unobtrusive location. No self-help projects are permitted that physically alters the exterior or interior structure of a home.
- The use of any extension cords must meet current post fire safety codes and UL listings.
- Exterior painting of quarters is not authorized.
- Dog houses must be within an area enclosed by a FLCC-approved fence and must not be visible from the front of the home. Dog Kennels and Dog Runs are not permitted.

### 5.3 Fences

Residents desiring to install fences must obtain written approval from FLCC, in advance. All fences must meet the FLCC approved fence standards and installed in a location approved by FLCC. The resident will maintain all resident-installed fencing. Residents are not allowed to paint, attach, or alter fencing in anyway, without written authorization by FLCC. Residents are required to properly maintain backyard fencing, including mowing at least one mower strip on the outside perimeter of the fence and removal of weeds, grass and debris.

#### **Approved Fence Standards:**

- Request for modification must be completed and returned to FLCC for approval
- 4' and 6' Silver, chain link fence
- 6' White, vinyl fence
- Professional installation (vendor of choice or resident may install as long as the appearance meets standards)
- All fence posts must be installed into ground.
- All fence posts must have caps and top rails.
- All fencing should be no longer than 30 feet long and no wider than the width of the house.
- All fencing should be squared off.
- All fences should have access gate installed.
- Size of fenced in area will need to be requested on the modification request. Each home will be visually inspected by a FLCC representative to approve the fenced in area. This will vary from home due to intrusion of others yards or common areas.
- Resident will be responsible to contact Miss Utility to confirm utility lines/wiring
- Residents will be responsible to maintain landscaping inside of fenced area
- Purchased fences in good condition may be left in place at time of move out. Request to leave fencing must be made prior to move out and approved.

### 5.4 Maintenance and Repair

Resident shall promptly request any repairs to be made to the dwelling or its fixtures, security devices or other equipment that belong to FLCC and are necessary to maintain such in proper condition. FLCC agrees to keep common areas clean, to keep lawns mowed, trimmed, and edged during the growing season (fenced back yards excluded), to provide pest control services as needed, to maintain fixtures, furnaces, water heaters, and appliances in good and safe working condition, and to make all reasonable repairs (subject to Resident's obligation to pay for damages for which Resident is liable). Although FLCC agrees to comply with the above requirements, failure to do so will not be grounds for Resident's termination of the Agreement unless Resident has given FLCC written notice of the defective condition and FLCC has failed to remedy the condition within 21 days. Resident may not terminate the Agreement if Resident, a member of Resident's family or some other persons on the Premises with Resident's consent intentionally or negligently causes the defective condition. Such defective conditions will be repaired at Resident's expense.

## 5.5 Pest Control

Resident agrees to cooperate with FLCC's pest control program. This includes, among other things, resident's maintaining the home in a clean and sanitary condition at all times, as well as emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the home. Resident shall immediately notify FLCC of the presence of pests or vermin in the home or common areas. Residential pest control is regulated by the installation's environmental office and will be undertaken only on an "as needed" basis. (FL Policy 17-03)

## 5.6 Plumbing

The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be disposed of in toilets. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, corncobs, paper, wire, bones or non-food substances in the garbage disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse FLCC for any necessary expenses incurred in the repair of such equipment. Portable washers or dryers are prohibited, unless approved in advance, in writing, by FLCC.

## 5.7 Maintenance Request Procedures

Residents have the option of calling their local neighborhood center, contact information can be found in section 3.6 of this document, to submit maintenance requests. They can also visit the neighborhood center to hand-deliver requests or report the request on-line at [GreggAdamsFamilyHousing.com](http://GreggAdamsFamilyHousing.com). The work request information will be entered into the maintenance service computer and a printed request will be issued. At the time the maintenance request is made, FLCC will ask for permission to enter the resident's home without the resident being present. Residents may grant permission for maintenance technicians to access the home for the purpose of completing the maintenance request while family members are not home except for emergency and urgent work orders where permission to enter is automatic. If permission to enter is received, FLCC personnel will strive to handle all maintenance requests within the timeframe listed in section 3.5 of this Guide. When responding to a maintenance request with permission to enter, FLCC personnel will also ring the doorbell, knock on the door and wait an appropriate amount of time prior to entering the home.

If permission to enter is not received, FLCC staff will make am or pm appointments. If FLCC is not able to gain access during the scheduled time the trip charge policy in section 3.5 will be enforced.

Uniformed maintenance technicians will hang a notice on the front door knob when they are in a home and will leave a notification slip behind after they have completed work in the home.

## 5.8 Smoke/Carbon Monoxide Detectors and Door Locks

Resident, occupants and visitors present with Resident's consent shall not disable, disconnect or remove batteries from smoke detectors. Resident shall replace smoke detector batteries and immediately report any malfunctions to their Neighborhood Office. Replacement batteries can be obtained, at no cost, from the self-help center. Resident will be responsible for any loss or damage from fire, smoke, or water if that condition arises from the resident disconnecting, damaging, failing to replace a battery or failing to report malfunctions to their neighborhood management office.

FLCC has provided locks, carbon monoxide detectors (when natural gas is provided to the home) and smoke detectors. The resident agrees that they are safe and acceptable, subject to FLCC's duty to make needed repairs of it upon written request of Resident. It is the resident's responsibility to

make sure the smoke detector is in working order. Any additional locks or smoke detectors desired by Resident may be installed at Resident's expense only after prior written approval from FLCC. When installed, any such additional items shall become the property of FLCC.

### **5.9 Window Coverings**

No aluminum foil, sheets, blankets or any other type of unsightly coverings shall be used over the windows to darken rooms. In order to keep an aesthetically pleasing appearance in the community, exterior inspections of the communities will be made. Broken blinds will be identified and scheduled for replacement. The blinds will be charged \$25.00 per blind to the resident if they were damaged due to abuse versus wear and tear.

## **6. SAFETY GUIDELINES**

### **6.1 Barbeque Grills**

The use of gas-fired and charcoal barbecue grills inside garages, on decks, balconies, covered parking areas or patios and under any building overhang is strictly prohibited. All grills must be used a minimum of twenty (20) feet from any building structure or combustible source. Fuel bottles (propane) from the gas-fired grills (attached or unattached) may be stored inside the garage. Do not store these bottles inside the structure. All grills may be stored in garages, on porches, decks, balconies and patios provided the charcoal is completely extinguished or the gas fire is out and the propane is turned off.

### **6.2 Care of Children**

Regardless of the age of the child/youth, parents must be responsible for their children/youth and teens at all times.

Any persons under the age of 12 will not be left unattended by parents or guardians. This includes allowing a child to remain unattended in a yard, playground, or other common area while the parent, guardian, baby sitter or responsible person is absent from the premise, or such child is out of sight of the responsible person. Persons under the age of 11 must be under direct supervision of a legal guardian or baby-sitter or enrolled in a Youth Services/School Age Services or Child Development Services Program.

Baby-sitters must be at least 13 years of age and must be certified. Contact the Outreach Services Director, Child and Youth Services Division.

Older children, ages 12 through 18, have varying levels of maturity and/or special needs. Those who are not receiving adequate supervision will be considered on a case-by-case basis for possible neglect.

### **6.3 Fire Prevention**

All fires must be immediately reported to the Fire and Emergency Services by calling 911, regardless of the size or nature of the fire, including those extinguished without Fire and Emergency Services assistance. Additionally, FLCC must be notified by telephone 804-733-1558 as soon as possible.

### **6.4 Portable Fire pits**

Portable fire pits will not be permitted. No open burning of any kind, whether in portable fire pits, or non-portable. No bonfires or fire pits of any kind.

## **6.5 Ingress and Egress**

Entrances, hallways, walks and lawns and other common areas shall not be obstructed or used for any purpose other than ingress and egress. If it is necessary to temporarily block any ingress or egress areas, residents must obtain written permission from FLCC a minimum of 48 hours in advance.

## **6.6 Lock Changing**

No locks shall be changed or added in any way, to any door except with the prior written consent of FLCC. There will be a \$5.00 charge per additional key requested. There shall be a charge of \$50.00 per home to replace the lock set if the Resident fails to return keys upon vacating the residence.

## **6.7 Security Devices**

If Resident installs additional security devices, resident must obtain permission by filling out a modification request. FLCC shall be given keys, codes and other applicable information regarding the operation of the device immediately upon installation. Any and all security devices installed by Resident must comply with all applicable federal, state, municipal or other governmental agency, law, code, regulation, ordinance or statute. Resident agrees to hold FLCC harmless from action arising from the use or malfunction of any security device installed by Resident. Resident is responsible to remove the security devices upon termination of lease or charges will be applied.

## **6.8 Security Guidelines**

Resident agrees to follow the installation's Security Guidelines. Resident understands that additional protective actions implemented by FLCC, if any, are neither a guarantee nor warranty that there will be no criminal activity. Resident agrees that personal safety and security is the responsibility of the Resident.

# **7. UTILITIES**

## **7.1 Utilities Provided**

FLCC will pay for only those utilities listed in the Lease. IN NO EVENT WILL THESE UTILITIES INCLUDE TELEPHONE, and CABLE TELEVISION OR INTERNET SERVICE.

## **7.2 Utility Malfunctions**

Residents will be provided reasonable advance notice, whenever possible, if the utilities provided by FLCC are scheduled to be temporarily interrupted, for any reason. Any inconvenience or damage caused by unexpected utility interruptions is the responsibility of the utility provider.

## **7.3 Telephone and Cable Television and Internet Service**

Telephone, cable television and internet service are provided by one or more independent contractors. Residents are advised to contact the FLCC Management Office for information on service providers, connection requirements and fees. If FLCC enters into an exclusive agreement for telephone, cable television or internet service, newly arriving Residents will be required to use the exclusive provider within the terms of the exclusive contract.

## **8. PROPERTY POLICIES**

Family Housing on Fort Lee is provided as a privilege to military members and their families. FLCC is not obligated to provide housing to any Service Member. Occupancy may be terminated, with the concurrence of the Garrison Commander, if the privilege is abused.

### **8.1 Access to Homes**

FLCC agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of intent to enter the unit and to enter the unit only after receiving the Resident's consent, except in the case of an emergency that threatens life or property, or when the situation makes such notices impossible.

### **8.2 Animal Control**

Stray animal control is provided by the installation. The telephone number for animal control can be obtained from the neighborhood management office. (Game Warden 734-7400)

### **8.3 Recycling/Rubbish/Refuse**

Trash containers will be provided to each residence. Refuse will be picked up once per week, on assigned days. Additionally, bulk items can be left curbside on your scheduled trash pick-up day. The current refuse pick-up schedule, including changes due to holidays, will be published on the FLCC website, in the community newsletter or can be obtained from the neighborhood management office.

Trash containers must be covered and stored in the designated location, or an area outside of public view. Containers may be put out for pick-up no earlier than 1800 on the evening prior to the scheduled pick-up day and must be removed from the curb and returned to the storage area after pick-up, no later than 1800. Bulk items should only be placed on the curb no earlier than 1800 on the evening prior to the scheduled pick up day.

FLCC also provides Recycling containers and encourages all residents to participate in the recycling program. Recyclables include glass, cans, bottles, paper, plastics and cardboard and do not need to be sorted. Service Members are responsible for cleaning the containers periodically to ensure sanitation. Service can be refused for poorly maintained container(s).

### **8.4 Automobile/Motorcycles/Other Motor Vehicles**

Inoperable or unsightly cars, motorcycles and other motor vehicles (such as cars with flat tires, broken windows, etc.) will not be permitted in or around the premises. Any vehicles that are improperly parked, inoperable, have expired license plates, expired inspection stickers or are unlicensed may be towed away at the vehicle owner's expense. The Provost Marshal's Office will be notified of any vehicles in violation of installation policy and will authorize the towing of the vehicle at the owner's expense. Resident agrees to abide by parking regulations, and to require guests to abide by all parking regulations. Do not repair your vehicle on the property, including oil changes. Do not empty vehicle trash, including ashtrays, onto the ground or in parking lots. Residents are encouraged to wash their vehicles at the Auto Craft Shop or commercial car wash facility. Runoff from car washing can carry pollutants directly into the streams and waterways, unless it is directed to lawns or grassed areas.

### **8.5 Basketball Backboards/Soccer and Hockey Goals**

Only portable basketball backboards, hockey and soccer goals and other recreation equipment are authorized in the family housing areas.

Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences or trees; nor will backboards be affixed to permanent or semi-permanent freestanding poles. Portable units must be used in approved areas, areas that are safe, that do not threaten to damage houses, ancillary structures or grounds, and that do not create a nuisance or affect the quiet enjoyment of neighbors.

All recreation equipment, including basketball, hockey and soccer goals and related equipment, must be neatly stored beside or behind the home after use. Equipment should not be used in the street at any time. No court markings are to be painted on to the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout the housing areas and in the community recreation centers.

## **8.6 Changes in Resident Status**

If, at any time after entering into tenancy, the Resident dies, is discharged from military service, or has a change in dependent or marital status, the lease shall be terminated in accordance with the terms listed below.

If the Resident dies, eligible dependents may continue to occupy the unit for up to 365 days, subject to the surviving spouse or guardian executing a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all of the terms and conditions contained in the Agreement. The surviving spouse or guardian may terminate the TOA at any time during the term of the Agreement by giving five (5) days written notice. The Resident is required to provide immediate notice of any such change in eligibility.

If the Resident is discharged from military service, the resident and eligible dependents may continue to occupy the unit for up to thirty (30) days subject to the execution of a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all of the terms and conditions contained in the Agreement. The Resident is required to provide immediate notice of any such change in eligibility status.

If the Resident's dependent or marital status changes, Resident is required to immediately notify FLCC of any such change in eligibility status. If Resident becomes ineligible for family housing, the resident and eligible dependents may continue to occupy the home for up to thirty (30) days. The Resident is required to provide immediate notice of any such change in eligibility status.

A request for additional occupants must be requested in writing to the FLCC. A background check will be conducted prior to approval of such guest/occupant. See section 8.16 for full guidelines for guests and visitors.

If Resident does not immediately notify FLCC of any change in eligibility status, Resident is liable for paying the market rate rent for a comparable off-post unit, calculated from the time the Resident became ineligible until such time as the unit is vacated. Market studies detailing the current market rents are maintained in the FLCC Welcome Office.

## **8.7 Deliveries**

Commercial deliveries are not accepted for residents by FLCC representatives at the neighborhood management office.

## **8.8 Eviction/Involuntary Termination of Agreement**

The FLCC will be the approving authority on all involuntary terminations for misconduct or violations of resident handbook requirements by military members, family members and guests.

Except in situations involving manifest danger or threats to the health and safety of residents or their guests, acts of misconduct or violations of Resident Handbook requirements will result in a written notice to the military member from the FLCC staff. The notice will detail the misconduct or violation, the corrective action is required, the timeframe for the corrective action, and what action will be taken if further violations occur. However, in cases or where a pattern of misconduct occurs that (i) adversely affect or threaten to affect the health or safety of other tenants and/or property in the community, (ii) results in significant damage to the housing unit or units, or (iii) substantially interferes with the right to quiet enjoyment of other residents of the community, FLCC may initiate termination of the Agreement and eviction of the resident in accordance with Virginia landlord/tenant laws.

If a Service Member is barred from the installation by the Command, the lease will be terminated. The remaining dependents must vacate the home within thirty (30) days of the date barred, and be responsible for all rental payments, damages and termination fees as outlined in the lease.

If a dependent of a Service Member is barred from the installation by the Command, the lease will not terminate and the Service Member and remaining dependents may continue to occupy the home. If the Service Member chooses to vacate the home because a dependent is barred, the Service Member is required to give a thirty (30) notice (from the date barred), and be responsible for all rental payments, damages and termination fees outlined in the lease.

In the case of a dual military lease, the situation will be held as the dependent is barred, outlined above. In the case that the senior Service Member is barred, the remaining Service Member will be given thirty (30) day notice to relocate to appropriate ranked housing. There will be no termination fee if the Service Member transfers to another on-post home. The move will be at the cost of the Service Member.

## **8.9 Exception to Policy**

In some cases military families may need an exception to policy granting them a higher position on the waiting list due to a medical or financial need. FLCC has agreed to cooperate to the greatest extent possible with Garrison Commander approved exceptions to policy, and make any necessary adjustments to the waiting list and/or housing assignments in accordance with the exception guidelines that are approved.

## **8.10 Extended Absence**

Residents will notify the appropriate neighborhood management office whenever their home will be unoccupied for a period of 5 days or more (e.g., vacations, TDY, etc.). The resident must also contact the Provost Marshal Office to request periodic security checks under the PMO's Housewatch Program.

## **8.11 Emergency Access**

In the event of an emergency, death or illness involving a resident, FLCC will not give the resident's key, allow access to persons not listed as additional residents on the Lease or release the resident's possessions unless FLCC receives written authorization from the resident or from a duly authorized, legally designated representative (i.e. valid Power of Attorney), unless directed otherwise by a court of competent jurisdiction.

### **8.12 Energy Conservation**

Energy conservation is practiced to include turning off all exterior lights during daylight hours and closing storm windows completely during the heating and air conditioning season. Additionally, turning off lights in rooms that are not in use is encouraged.

### **8.13 Failure to Repair**

Where FLCC has a duty to repair or remedy a condition that materially affects the physical health or safety of a resident, the resident may not terminate the Lease, withhold rent, offset rent against needed repairs, or pursue judicial remedies unless all of the following procedures have been followed: (i) the resident has given FLCC prior written notice to repair or remedy a condition which materially affects the physical health or safety of an ordinary resident; (ii) FLCC has had a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor and utilities from the utility provider; (iii) FLCC has not made a diligent effort to repair or remedy the condition; (iv) resident has given subsequent written notice to FLCC stating that the resident intends to terminate the Lease, complete the repair and deduct charges from rent, or pursue judicial remedies in the event the condition is not repaired or remedied; and (v) the resident is not delinquent in the payment of rent when both of the notices were given.

### **8.14 Family Child Care in the Home**

In accordance with AR 608-10, housing can be used as an authorized Family Child Care (FCC) home. Residents must contact the Fort Lee Child & Youth Services Office in order to apply for FCC certification and approval. Only those residents who have successfully completed the FCC requirements are eligible to function as a Family Child Care Home in FLCC communities. Residents providing FCC in their homes agree to hold harmless FLCC against action arising from the use of their home as a FCC facility. The cost of adding any equipment or service required to use the home as a FCC facility is the responsibility of the resident. Any equipment to the facility must be removed prior to termination and placement area of equipment restored back to original condition.

Department of Defense and Army regulations and FLCC policy require individuals who provide childcare in their home for more than 10 childcare hours per week on a regular basis to become a certified Family Child Care (FCC) provider.

### **8.15 Guests and Visitors**

Residents are allowed to have non-immediate family and unrelated guests in their homes for up to 14 consecutive days, or 30 days within a calendar year. Any stays that are longer than 14 consecutive days or 30 days within a calendar year must be approved by the Community Manager. The resident must obtain written permission from FLCC, and must be registered, in advance, with the neighborhood management office. A background check through Fort Lee Provost Marshall is required for any guests residing in the quarters for more than 14 days.

### **8.16 Holiday Decorations/Outside Lighting**

Outside lighting must be Underwriters Laboratories (UL) approved and factory listed for outside use. Running electric cords through windows and doors, or across heating ducts or vent systems is prohibited, as this causes a fire safety hazard. All exterior lighting must be "GFI" protected. Residents are reminded that homes have limited amp circuits and care must be taken to prevent overloading.

Holiday decorations and outside lighting are prohibited from being placed higher than the edge of the roof gutter. The use of staples, nails, screws, or other mechanical fasteners to attach

decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorative lighting, garlands etc. Attachment of anything to vinyl siding is prohibited. Additionally, electrical decorations must be unplugged when Residents are away from the home.

Holiday decorations may not be displayed more than thirty days prior to the Holiday and must be removed thirty days post-Holiday. Outside decorative lights are to be turned off no later than midnight, except on Christmas Eve and New Year's Eve, when they are allowed to remain on overnight. Outside lights are not authorized during daylight hours.

All live Christmas trees must be kept watered to reduce the fire hazard. If the pine needles begin to fall off or if branches break when bent, the tree must be removed from the residence. Use extreme care while decorating live trees and use UL approved lights that are not frayed nor have missing lights that may cause a fire. There will be a designated time for tree removal that will be communicated yearly in our newsletter and website.

### **8.17 Home Business**

Private businesses may not be operated from the homes provided to military families without FLCC approval. See Section 8.14 regarding Family Child Care (FCC) in the home. Any resident determined to be operating a business in their home without FLCC approval will be deemed in default of the Lease.

### **8.18 Lockout Services**

In the event a resident locks themselves out of their home during office hours, the Property Manager will provide the resident access to their home provided proper identification can be produced. A resident is defined as the Tenant or an Authorized Occupant as listed on the Lease. This does not include any minor dependants (under the age of 12), visitors etc. It is the resident's responsibility to ensure that the Authorized Resident List for their home is up to date. When a resident is locked out of their home outside of office hours, the maintenance staff will provide the resident access to their home provided the resident can produce proper identification. The resident will be charged \$25.00 each time they lock themselves out of their home after hours. There will be no charge for lock out if it occurs during normal business hours. Unless the resident has three (3) or more lockouts in one year.

### **8.19 Noise/Quiet Hours**

Quiet hours will be observed between the hours of 2200 and 0800 Sunday through Thursday and between 0001 and 0800 on Friday and Saturday. Outside of established Quiet Hours, residents are required to control the volume of stereos, TV's and musical devices within their home so that they do not disturb the residents of other homes. Please be considerate of your neighbor since other residents may have non-standard working hours or situations that can be adversely affected by noise emanating from outside their home. Noisy or disorderly conduct will NOT be tolerated at any time.

### **8.20 Parking**

Parking is permitted only on paved surfaces in designated parking areas. Parking on non-paved areas must be approved, in writing, by FLCC. Parking on lawns, planted areas, sidewalks, and patios is strictly prohibited.

Parking of vehicles in the street cannot impede passage of emergency vehicles at any time. For this reason we encourage residents to park in their designated driveways and garages or carports. Parking of any vehicle is not allowed in front of fire hydrants or 15 feet to either side of a fire hydrant and is subject to towing at owners expense.

Recreational vehicles, travel trailers, motor coaches, cargo trailers, camper bodies, camper trailers, commercial vehicles, tractor trailers, boats, personal watercraft, boat/pwc trailers, food trucks and horse/livestock trailers may not be parked or stored on the street, driveways, yards or parking lots in any housing area. Prohibited vehicles will be towed at owner's expense. Fort Lee maintains two recreational vehicle storage lots for recreational vehicles and equipment. Arrangements for storage are to be coordinated with the operators of the vehicle storage lot or at locations off post. Auto Crafts Center can be reached at 804-7346859.

### **8.21 Pet Policy**

Pets are privately owned, domesticated animals living in a home. Acceptable pets include dogs, cats, and birds. No more than two pets per household are allowed. Certain breeds of pets have been restricted and will not be accepted. These breeds include Pit Bulls, (American Staffordshire Bull Terriers or English Stafford Bull Terriers), Doberman Pinschers, Rottweilers, Chows, Akitas, Mastiffs, Great Danes, Alaskan Malamutes and Wolf hybrids. The current list of restricted breeds can be found in FLCC's Pet Policy.

All pets must be registered at the Fort Lee Veterinarian Treatment Facility within three working days of occupying a house or acquiring a pet. Pet owners must provide verification of appropriate immunization along with the pet registration to FLCC.

Resident must sign a separate Pet Addendum. There will be a one-time pet fee per pet charged at the time of move in. Damages caused by pets will be charged at move out. Neglected pets found in the home will be subject to a \$500 fine.

Pets must be on a leash at all times when outside the fenced area of a home. Pets cannot be tied or staked outside of the home. Residents who walk their pets must carry a plastic bag or other appropriate container to retrieve and dispose of any droppings.

If the resident or any guest violates any term of the pet policy, the resident will be subject to the remedies provided in the Lease.

Copies of FLCC's official pet policy are available at FLCC management offices.

### **8.22 Pools**

Personally owned pools are limited to small wading pools, not to exceed 18 inches in depth and 8 feet in diameter. Residents will ensure that an adult closely supervises children utilizing the pools and pools are emptied when not in use. For health and safety reasons, it is recommended that chlorine tablets be added to the water in pools. Any damage to grass areas will be repaired at resident's expense. Pools must be emptied and properly stored immediately after use and may not remain filled overnight.

### **8.23 Prohibited Conduct**

Prohibited conduct within the Fort Lee Commonwealth Communities include possessing a weapon prohibited by law, discharging a firearm within the community or displaying a firearm in the common areas in a way that may alarm others. In addition, possession or sale of illegal drugs, or disposing of hazardous chemicals in a manner contrary to local ordinance, harassing or discriminatory acts and disturbing the rights or comfort of others are considered breach of the Lease and may result in eviction.

### **8.24 Reimbursement for Damages**

Resident shall promptly reimburse FLCC for any loss, property damage, or costs of repairs or service to the unit caused by negligence or by improper use by Resident, Occupants or Resident's guests, unless Resident has properly made repairs pursuant to requirements or permissions set forth in the Agreement. Such reimbursement is due at the time FLCC makes demand. FLCC's failure or delay in demanding any sums due by Resident shall not be deemed a waiver. FLCC may require advance payment of repairs for which Resident is liable. All payments are to be made by money order or cashiers check and delivered to the management office.

### **8.25 Resident Services and Facilities**

FLCC may provide various services, equipment and facilities for Resident's use, which may include, but are not limited to pools, fitness center facilities, business centers, playground equipment, and jogging/bike paths. Use of any service or facility is subject to the restrictions described in the rules, regulations or instructions provided at the facility. Resident agrees to use the equipment or facility in a prudent manner that is not offensive or dangerous, and in a manner that is in compliance with policies established by FLCC or its representatives. FLCC retains the right to deny use or access to any resident, occupant or guest who, in FLCC's opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements.

### **8.26 Satellite Dishes**

If allowed by applicable telephone, cable television and internet service contracts, the installation of satellite dish systems must be approved, in writing, by FLCC prior to installation. The satellite dish should be located behind or to the side of the housing unit on a freestanding pole. Satellite dishes will not be attached to any housing structures such as homes, garages, utility poles, fences or trees. No satellite dishes will be installed in the front yard. FLCC reserves the right to use landscaping or other screening materials in the event that satellite equipment is visible from the street. The maximum permissible size of a satellite dish is 26 inches. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches are dug. (48 hours before digging call Miss Utility 1-800-552-7001) Satellite Dish must be removed at lease termination.

### **8.27 Self-Help Equipment and Supplies**

There is no need for a traditional self- help center since all repairs and maintenance will be handled by FLCC personnel. However, FLCC will make landscaping tools such as lawn mowers, shovels, and weed eaters available to all residents. The items are loaned or provided at no charge. Residents should visit the Maintenance Care Center to determine the availability of "loaner" tools and supplies between the hours of 9am and 5pm Monday-Friday.

#### **Maintenance Care Center Location:**

671 Yorktown Drive

### **8.28 Soliciting**

FLCC does not allow solicitors in residential areas. FLCC will consider individual waiver requests from the Garrison Commander to allow special solicitations. If approved, solicitors must have, in their possession, a copy of the written authorization from the Garrison Commander.

Residents are asked to request that unauthorized solicitors leave residential community grounds immediately, and then notify the neighborhood management office.

### **8.29 Speed Limit**

Speed limits within the FLCC residential community are regulated by the Provost Marshal's Office and normally are limited to 15 miles per hour, unless otherwise posted.

### **8.30 Storage Sheds**

Requests for storage sheds should be addressed to the neighborhood management office. Sufficient storage will be provided as the new homes are constructed. However, until new homes are available, FLCC, at its option, may allow standard storage sheds for the resident's temporary use. No other sheds may be used in the residential areas. Only sheds approved by FLCC are allowed and all sheds must be purchased by the resident. Sheds may only be placed in an approved location and must not be visible from the front of the home. Residents shall not store food of any type, including pet food, bird seed etc., or any other material that may attract animals, rodents or pests in the storage sheds. Storage sheds must be removed from the premises and the area must be reseeded upon termination of lease.

### **8.31 Tents**

Erection of tents is authorized only for the temporary use of children and for family camping in backyards. Running electric extension cords from the quarters to the tent for the purpose of providing electrical power is strictly prohibited.

### **8.32 Trampolines**

Personally owned trampolines are limited to 16 feet in width and must have side-netting. Trampolines should be compatible in size to the homes rear yard, only on a flat surface and cannot be located where there will be an adverse visual impact from the street or from neighbor's homes. Grass area must be maintained by resident underneath trampoline at all times. A written request to erect a trampoline must be submitted to FLCC and approval must be granted prior to installation. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

### **8.33 Waterbeds**

Waterbeds are not authorized in FLCC homes except for medical reasons. All exceptions must be approved in writing by FLCC. If approved, waterbed location is limited to the first floor of the home only.

### **8.34 Weapons**

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Provost Marshal office and stored in accordance with all applicable regulations. This includes BB guns, pistols, rifles, bows or any other weapon or firearm. Weapons and firearms may be stored in the home as long as they are locked, to include trigger locks, and stored out of the reach of children. Ammunition must be stored in a separate location from the firearm. No loaded firearms are allowed at Fort Lee unless the owner is an active, full-time member of a local, state, or federal law enforcement agency or military Service Member and is authorized to carry the weapon during the normal course of their duties.

### **8.35 Yard Sales**

Individually organized yard sales will not be allowed on unauthorized dates. Community-wide yard sales are sponsored, coordinated marketed and organized by FLCC. Notification of Yard Sale dates will be communicated via newsletter, website and Facebook.

### 8.36 Digging/Excavation

In accordance with Fort Lee Policy 02-09, the responsible party must ensure the following steps are complete before any excavation, ditch, and/or hole is dug on Fort Lee.

- (1) Submit a Facilities Engineering Work Request “Work Order” DA form 4283 through the Organizational Representative/Facility Manager to the Directorate of Public Works Help Desk at [usarmy.lee4283helpdesk@mail.mil](mailto:usarmy.lee4283helpdesk@mail.mil).
- (2) Meet all requirements of the “Miss Utility” program as outlined in the “Professional Excavator’s Manual” <http://scc.virginia.gov/urs/mutility/docs/exman.pdf>.
- (3) Review the “Miss Utility” Frequently Asked Questions to resolve any questions <http://va811.com/category/faqs/questions-from-underground-utility-owners/>.
- (4) Obtain a “Miss Utility Ticket” telephonically by calling 811 or online at <http://va811.com/single-address-tickets/>.

### 8.37 Metal Detecting

In accordance with Fort Lee Policy 03-12, the use of metal detecting equipment is prohibited on Fort Lee property. Numerous Federal laws, Army regulations and policies protect historic and prehistoric artifacts and sites.

## 9. LEASE / RESPONSIBILITY HANDBOOK CHANGES

### 9.1 Changes in the Agreement

From time to time, it may be necessary to change existing rules and/or adopt new rules. If rule changes or additions are required, 30-day written notice of such changes and/or adoptions will be delivered to Residents. Resident agrees that, by remaining in their home, they agree to adhere to such changes and/or adoptions.

### 9.2 No Oral Agreements

No oral agreements may be entered into and the Lease and Resident Handbook shall not be modified unless by written amendment or addendum. This is the entire Agreement. The Lease and its supporting documents are intended to comply with all applicable provisions of the State of Virginia’s Landlord Tenant laws. The Agreement shall be construed in accordance with such Law and the other applicable laws of the State of Virginia and all obligations hereunder are to be performed in Prince George County, Virginia, in which the Premises are located.

## MANAGEMENT OFFICE CONTACT INFORMATION:

### Welcome Center- Now serving Incoming Service Members

1510 Sisisky Blvd.  
804-733-1558

### Valor Circle Neighborhood Center

800 Valor Circle  
804-733-7884

**Jefferson Terrace and Harrison Villa Neighborhood Center**

46 St Lo Road  
804-722-4327

**Adams Chase and Madison Park Neighborhood Center**

342 Manilla Road  
804-732-7480

**Washington Grove and Monroe Manor Neighborhood Center**

465 New York Drive  
804-732-7460

**Maintenance Care Center**

671 Yorktown Drive

**Frequently Called Numbers Area Code 804**

Fire, Police or Medical emergency	911
Fire and Emergency Services	
EMERGENCY	911
Non-emergency	734-7635
Military Police	
EMERGENCY	911
Non-emergency	734-7400/765-3988
734-EYES	734-3937 - anonymously report suspicious activity
Army Community Service	734-6388
Child Development Center	765-3765
Commissary	765-2254
Dental Clinic	734-9607
Kenner Army Health Clinic	734-9560/9000
Poison Control	1-800-222-1222
Family Support/Advocacy	734-6381/7738
Military Pay	734-7930/7931
Post Exchange	861-4238
Red Cross	734-6371/1-877-272-7337
Installation Chaplain	734-6494
Staff Judge Advocate Claims	765-1520
Transportation	734-4179
Veterinary Services	734-2446/0319

Youth Services	765-3763/3759
Post Locator	734-6855
Operator Assistance	765-3000

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# DISPUTE RESOLUTION PROCESS

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

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

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

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

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

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

**If you are not satisfied with the Regional Director of Operation's response to your complaint:** You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

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

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

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

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

#### **DISPUTE RESOLUTION PROCESS**

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

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

during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

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

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

- 8. Decision.** The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
- 9. Remedies.** The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

  - (a)** Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b)** Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c)** Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d)** Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or
  - (e)** Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent, the decision requires Owner to perform work at the Premises; such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

3. **Tenant Contact Information:**

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

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

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

5. **Owner Contact Information:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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