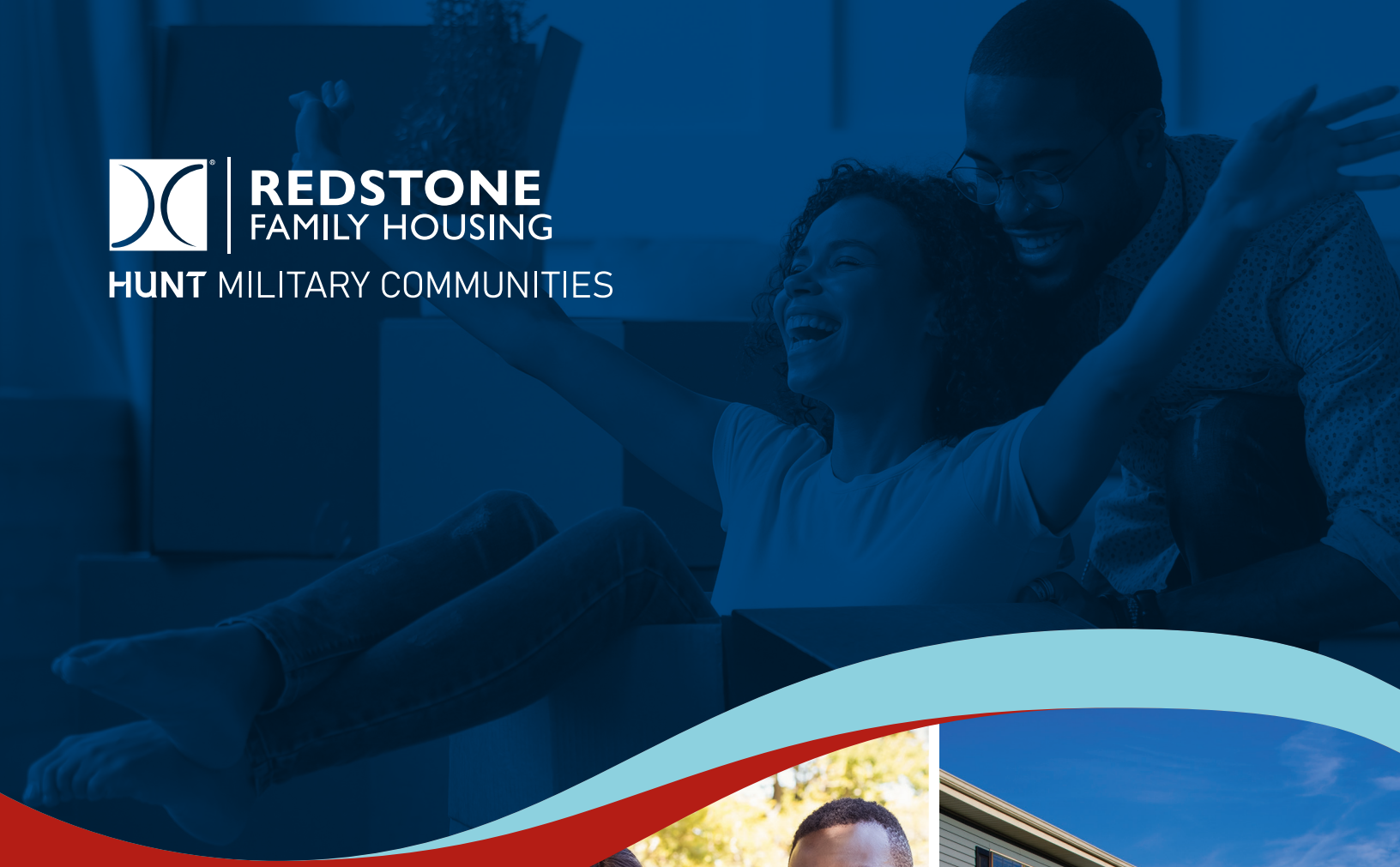




**REDSTONE**  
FAMILY HOUSING

**HUNT** MILITARY COMMUNITIES



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# RESIDENT GUIDELINES

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## **INTRODUCTION**

RCI enables the Army to leverage Soldiers' 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.

## **1. RESPONSIBILITIES AND DUTIES**

### **1.1 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 Alabama.

### **1.2 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.

## **2. GENERAL INFORMATION**

### **2.1 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, except temporary guests residing in the home for more than 30 days, is prohibited without written consent of Redstone Family Housing.

### **2.2 Landscaping**

Standard landscaping maintenance services, including mowing, edging and leaf removal, will be provided by REDSTONE FAMILY HOUSING in the family housing common areas and un-fenced yards of all residences on a designated schedule in order to provide all residents a consistently appealing community.

Any fenced back yards must be fully accessible to receive landscape maintenance services, however, Residents will be responsible for turf mowing, trimming and clipping removal (if necessary) to REDSTONE FAMILY HOUSING specifications of all fenced back yards. In the event that a resident does not maintain their fenced back yard to REDSTONE FAMILY HOUSING standards, the resident will be charged for any lawn maintenance services performed in these areas to restore the yard to proper 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.

## **2.3 Lease**

Each resident will sign a Lease with Redstone Family Housing 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 REDSTONE FAMILY HOUSING in an amount equal to the service member’s BAH. All military residents must use the allotment process. Civilian residents will be required to pay by personal check or certified funds. Cash is not accepted.

## **2.4 Maintenance Requests**

All maintenance requests must be routed to the designated neighborhood management office. Contact information for the neighborhood management offices is available on the back cover of this document, is located on the REDSTONE FAMILY HOUSING website or can be obtained from any REDSTONE FAMILY HOUSING office.

Residents have the option of telephoning in maintenance requests, coming into the neighborhood management office to personally make maintenance requests, or using an internet-accessible maintenance request form for all of their maintenance requests.

REDSTONE FAMILY HOUSING provides 24-hour emergency maintenance service. Emergency work orders take priority over all other work orders because they require immediate action. REDSTONE FAMILY HOUSING 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. The following situations are examples of the classification of requests, but are not limited to these situations only.

### **Emergency Maintenance Requests:**

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

Examples: loss of heating (when exterior temperature is below 50 degrees); loss of air conditioning (when exterior temperature is above 85 degrees); sewerage back-up; electrical hazards; inoperable exterior door lock; broken water line; flooding; Fire and natural gas leaks must 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.*

### **Urgent Maintenance Requests:**

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:**

Routine maintenance requests are those that do not meet the category of emergency or urgent.

*\* Residents must 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 Resident Relations Specialist or Executive Homes Director 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 \$20 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 AM or PM appointment. For example, if you have a PM appointment (1:00pm– 5:30pm), you will need to contact your Resident Relations Specialists by 10 am the same day. If you have an AM appointment (8:30am – 1:00pm), you will need to contact by 3:30pm the day prior to the appointment.

## **2.5 Office Hours**

Normally, management offices will operate from 8:00AM until 5:00 PM Monday through Friday. Temporary changes in office hours can be found on the REDSTONE FAMILY HOUSING website (RedstoneFamilyHousing.com), in community newsletters and will be posted on all management office doors.

After normal office hours, REDSTONE FAMILY HOUSING 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. 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 REDSTONE FAMILY HOUSING on-call resources to initiate emergency maintenance service.

## **2.6 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.

## **2.7 Rent/Basic Allowance for Housing**

Each service member will receive BAH monthly, based on the rank and family status. At the time of move in, the service member must establish an allotment to REDSTONE FAMILY HOUSING with the Defense Finance and Accounting Service (DFAS). Proof of such action must be provided to REDSTONE FAMILY HOUSING at the time of lease signing, by submission of DD Form 5960 accompanied by a copy of the service member's assignment orders. 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 REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING upon the written request of the Army.

## **2.8 Transfer Policy**

After completing a minimum of twelve (12) months (as defined in the Lease), the Resident may apply to move to another home within the community. If the Resident would like to move after completing the twelve (12) month minimum requirement, Resident may apply by completing an application and paying any fees required by Landlord (if applicable), not to exceed the termination fee as outlined in the Lease. The Resident will be placed on a waiting list for the type of home they qualify for based on rank and number of dependents and will be offered a housing unit after all Priority 1 and 2 applicants have been accommodated. The Resident will sign a minimum of a twelve (12) month lease in the new home.

In the event of promotion or demotion, the Resident may request a move to the category of housing which is appropriate for his/her rank. If the request is during the Original Term, the Resident will be responsible for paying any fees required by the Landlord, not to exceed the termination fee as outlined in the Lease. The Resident will be placed on a waiting list for the type of home they qualify for and will be offered a housing unit after all Priority 1 and 2 applicants are accommodated. The Resident will sign a minimum of a twelve (12) month lease in the new home.

The fees paid by the Resident under this Section 4.2 will be charged in lieu of the termination fee as outlined in the Lease. If the Resident is requesting a move due to a change in the number of dependents that exceeds the local occupancy limits for the home, the Resident will not be charged any fees for the move to another home.

Landlord will deny a move request based on: transfers during PCS Season (May through August), excessive (three or more) late payments, an outstanding current balance on their account, excessive (two or more) resident complaints, or damages to the home. The current home will be inspected and all damages must be repaired or paid in full before the move request is granted.

If the Resident is approved for a move and offered a home, the Resident will have three (3) calendar days to complete the move, without paying double rent. The final walk-through inspection will be completed on the third day and keys will be turned in to the Resident Relation Specialist. If the third calendar day falls on a non-workday, the final walk-through inspection will be completed on the following workday.

## **3. MOVE-IN / MOVE-OUT RESPONSIBILITIES**

### **3.1 Move-In Inspection**

The resident and a Leasing Specialist will inspect the house together and complete a Move-In Report verifying the condition of the home upon move-in. They will note any damages to the house so that REDSTONE FAMILY HOUSING can perform any necessary repairs. If repairs are not practical, the Move-In Report will note the existing damage so that the new resident will not be held responsible for any pre-existing damage when they move-out. After a thorough inspection of the home, the resident shall provide written acceptance of the Premises "as is", except for those

conditions noted on the Move-in Report any condition found that merits follow-up correction by REDSTONE FAMILY HOUSING after move-in must be noted on the Move-In Report.

### 3.2 Termination/Vacate Notice

REDSTONE FAMILY HOUSING requires a written 30-day notice of intent to vacate prior to vacating the home, including at the end of the lease term. Immediate permanent change of station (PCS) orders or discharge from active service will be an exception to this policy and the 30-day notice provision will be waived. **Residents are asked to provide PCS orders to the management office within 72 hours from the time they are received from the Army.** Residents can obtain the notice to vacate form from their designated neighborhood representative who can answer any questions regarding the move-out process.

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 information.

### 3.3 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:

#### **MOVE OUT CLEANING PROCEDURE**

It is the resident's obligation to leave their home clean and in good condition at the time of vacating, as stated in the rental agreement

#### **GENERAL AREA**

1. Blinds must be wiped down and free of dust.
2. Garage and patios should be swept out.
3. Garage and receptacles must be cleaned out and disinfected.
4. All trash and personal items must be removed from the home, surrounding grounds, and storage areas.
5. Carpet must be steamed cleaned and vacuumed; other flooring must be cleaned of all dirt.
6. Ceiling fans must be wiped down.
7. Windows must be cleaned.
8. Remove all screws and nails from walls (do not fill holes).

#### **KITCHEN AREA**

1. Range must be completely assembled; clean of all dirt, grease, food and carbonized particles and cleaning residue. Elements, oven racks, burners, burner rings, boiler 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. All items should be removed from dishwasher.

## **BATHROOM**

1. Tile, tub and shower should be cleaned thoroughly 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 the medicine cabinet should be emptied.
4. Floors should be swept.
5. Linen closet must be emptied and shelf paper must be removed.
6. Mirrors must be cleaned and bulbs wiped down.

## **OUTSIDE**

1. If grass has been worn by pets, the yard must be seeded and strawed.
2. Porch and Patios must be clean and free of mud and oil spots and etc.
3. Yard must be clean of debris.
4. Repair and remove objects from around the fenced area.
5. Remove Satellite Dish.

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 REDSTONE FAMILY HOUSING management offices.

### **3.4 Normal Wear and Tear**

Repairs to the home or repair or replacement of equipment provided by REDSTONE FAMILY HOUSING due to normal wear and tear will be at REDSTONE FAMILY HOUSING 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 can be obtained from the community management office.

### **3.5 Move-Out Inspection**

Within seven days of submitting a notice to vacate, the resident must contact the management office and schedule a date to have the move-out inspection performed. Residents are encouraged to accompany the REDSTONE FAMILY HOUSING representative during the inspection. Redstone Family Housing will issue the ledger that the resident needs to bring to the Army Housing for out-processing.

## 4. CARE OF HOMES

### 4.1 Alterations to Landscaping

**Residents must obtain written permission from REDSTONE FAMILY HOUSING 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, or flowers. 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. MWR offers vegetable gardenplots located at Vincent Street. MWR can be contacted at 256-830-9175.

### 4.2 Exterior Condition/Appearance

While REDSTONE FAMILY HOUSING will be responsible for all 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.
- 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. Flag holders are allowed to be installed in mortar of brick houses. Flag holders will not be allowed on vinyl houses.
- 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 must 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 REDSTONE FAMILY HOUSING-approved fence and must not be visible from the front of the home.

### 4.3 Fences

Residents desiring to install fences must obtain written approval from REDSTONE FAMILY HOUSING, in advance, and all fences must be of the type approved by REDSTONE FAMILY HOUSING and installed in a location approved by REDSTONE FAMILY HOUSING. The resident will maintain all resident-installed fencing. Residents are not allowed to paint, attach, or alter fencing in anyway, without written authorization by REDSTONE FAMILY HOUSING. Residents are required to properly maintain backyard fencing.

#### **4.4 Interior Maintenance**

Broken or unserviceable housing components, structural damage, water leaks, cracked walls, and other maintenance work must be immediately reported as directed by Section 5.8 of this guide.

Written permission must be received from REDSTONE FAMILY HOUSING prior to starting any alteration or modification to the home, including but not limited to modifications to electrical, plumbing, lighting, telephone and cable systems. Should painting, wallpapering, stenciling or other changes to wall surfaces be approved, the wall must be returned to the original condition prior to move-out.

Nail hangers or screws may be used to mount pictures and curtain rods. DO NOT use the adhesive hangers, since they may damage the sheetrock or plaster on the walls.

#### **4.5 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 REDSTONE FAMILY HOUSING and are necessary to maintain such in proper condition. REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING written notice of the defective condition and REDSTONE FAMILY HOUSING 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.

#### **4.6 Pest Control**

Resident agrees to cooperate with REDSTONE FAMILY HOUSING' 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 REDSTONE FAMILY HOUSING 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.

#### **4.7 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, corncocks, 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 REDSTONE FAMILY HOUSING for any necessary expenses incurred in the repair of such equipment. Portable washers or dryers are prohibited, unless approved in advance, in writing, by REDSTONE FAMILY HOUSING.

#### **4.8 Maintenance Request Procedures**

Residents have the option of calling in maintenance requests, coming into the neighborhood housing office to hand-deliver requests or using an on-line maintenance request form for all of their maintenance requests. 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, REDSTONE FAMILY HOUSING 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. If permission to enter is received, REDSTONE FAMILY HOUSING 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, REDSTONE FAMILY HOUSING personnel will also ring the doorbell, knock on the door and wait an appropriate amount of time prior to entering the home.

For your convenience, Residents are not required to be home during maintenance requests. By calling in the maintenance request, we will contact the maintenance technician to perform the work within the appropriate time frame assigned to the maintenance request. If you would like to be home, you are able to request an AM or PM appointment. AM appointments are from 8:30am to 1:00pm and PM appointments are from 1:00pm to 5:30pm.

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.

#### **4.9 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 neighborhood management offices. 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.

REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING's duty to make needed repairs of them upon written request of Resident. Any additional locks or smoke detectors desired by Resident may be installed at Resident's expense only after prior written approval from REDSTONE FAMILY HOUSING. When installed, any such additional items shall become the property of REDSTONE FAMILY HOUSING.

In units that have over-the-range fire suppression systems installed, the resident agrees to immediately report any malfunctions or discharges to their neighborhood management office. All such fire suppression systems are provided as a convenience and are in no way intended to provide any level of safety to person or property. Residents must never leave any items on the stove or in the oven unattended. As homes containing these fire suppression systems are renovated these fire suppression systems may be removed. They will not be installed in the new homes.

#### **4.10 Window Coverings**

No aluminum foil, sheets, blankets or any other type of unsightly coverings shall be used over the windows to darken rooms.

## **5. SAFETY GUIDELINES**

### **5.1 Barbecue 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.

### **5.2 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 children under the age of 11 will not be left unattended by parents or guardians. This includes allowing a child to remain unattended in a yard or playground while the parent, guardian, baby sitter or responsible person is absent from the premises, or such child is out of sight of the responsible person. Children 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.

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.

### **5.3 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, REDSTONE FAMILY HOUSING must be notified by telephone (256-400-5940) as soon as possible.

### **5.4 Firewood**

Residents with fireplaces are permitted to cut and remove wood from the designated areas on-post. For information, contact the Environmental Management Division. Additionally, residents with fireplaces are responsible for calling in a service order to have chimneys cleaned and inspected prior to use on an annual basis. Firewood may not be stored in the home and must be stored a minimum of 22 feet from any buildings in order to protect homes from termite infestation.

### **5.5 Portable Fire pits**

Portable fire pits will not be permitted.

### **5.6 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 REDSTONE FAMILY HOUSING a minimum of 48 hours in advance.

## 5.7 Lock Changing

No locks shall be changed or added in any way, to any door except with the prior written consent of REDSTONE FAMILY HOUSING. There shall be a charge of \$50.00 per door to replace the lock set if the Resident fails to return keys upon vacating the residence. If you need a copy of your key, please come to the office to obtain a copy for \$25.00.

## 5.8 Security Devices

If Resident installs additional security devices, REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING harmless from action arising from the use or malfunction of any security device installed by Resident.

**Police DO NOT respond to alarms from privately installed security devices.**

## 5.9 Security Guidelines

Resident agrees to follow the installation's Security Guidelines. Resident understands that additional protective actions implemented by REDSTONE FAMILY HOUSING, 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.

# 6. UTILITIES

## 6.1 Utilities Provided

REDSTONE FAMILY HOUSING will pay for only those utilities listed in the Lease, IN NO EVENT WILL THESE UTILITIES INCLUDE TELEPHONE, or CABLE TELEVISION or INTERNET SERVICE.

## 6.2 Utility Malfunctions

Residents will be provided reasonable advance notice, whenever possible, if the utilities provided by REDSTONE FAMILY HOUSING 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.

## 6.3 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 REDSTONE FAMILY HOUSING Management Office for information on service providers. If REDSTONE FAMILY HOUSING 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.

# 7. PROPERTY POLICIES

Family Housing at Redstone Family Housing is provided as a privilege to military members and their families. REDSTONE FAMILY HOUSING 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.

## **7.1 Access to Homes**

When practical, REDSTONE FAMILY HOUSING 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.

## **7.2 Animal Control**

Stray animal control is provided by the installation. The telephone number for animal control can be obtained from the neighborhood management office. (Non-Emergency Police Desk is 256-876-2222).

## **7.3 Rubbish/Refuse**

Trash containers will be provided to each residence. Refuse will be picked up once per week, on assigned days. The current refuse pick-up schedule, including changes due to holidays, will be published on the REDSTONE FAMILY HOUSING website, in the community newsletter or can be obtained from the neighborhood management office. Trash cans must be stored on the side of the home, preferably garage side.

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 the day of service. Bulk items will not be stored outside the home or at the curb except the evening prior to the scheduled pick-up day.

## **7.4 Automobile/Motorcycles/Boats/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.

Travel trailers, motor coaches, cargo trailers, camper bodies, camper trailers, commercial vehicles, tractor trailers, boats, personal watercraft, boat/pwc trailers, and horse/livestock trailers may not be permanently parked, or stored on the street, driveways, yards or parking lots in any housing area. Recreational vehicles may only be parked in the housing area for the purpose of loading and unloading. In no event shall recreational vehicles be parked in housing areas for more than 24 hours without REDSTONE FAMILY HOUSING approval. Redstone Arsenal maintains a recreational vehicle storage lot for recreational vehicles and equipment. Arrangements for storage are to be coordinated with the operators of the vehicle storage lot.

## **7.5 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. Basketball backboards cannot be used in the street or sidewalks at any time.

All recreation equipment, including basketball, hockey and soccer goals and related equipment, must be returned to a proper storage area after use. 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.

## 7.6 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 home for up to 180 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 status.

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 REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING. A background check will be conducted prior to approval of such guest/occupant.

If Resident does not immediately notify REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING Welcome Office.

## 7.7 Deliveries

Commercial deliveries will not be accepted for residents by REDSTONE FAMILY HOUSING representatives at the neighborhood management office. All packages must be delivered to your home or post office box. **REDSTONE FAMILY HOUSING is not responsible for packages.**

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

The REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING 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, REDSTONE FAMILY HOUSING may initiate termination of the Agreement and eviction of the resident in accordance with Alabama 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.

## **7.9 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. REDSTONE FAMILY HOUSING 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.

- Requests for an Exception to Policy should be placed by the Service Member placing a written Exception to Policy Request.
- The request will be made at the Welcome Center with a Redstone Family Housing Representative. If the request is brought to another party other than a Redstone Family Housing Representative, the party will refer the Service Member to the Welcome Center and will meet with a Redstone Family Housing Representative.
- The Redstone Family Housing Representative will complete the Exception to Policy Request form and forward to the Investment Manager.
- The Investment Manager will review and forward to the RCI Asset Manager.

- Once both parties have made a decision on the exception, the Service Member will be contacted.

### **7.10 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.). Residents can coordinate plant watering and feeding of fish with their Resident Relations Specialist or Executive Homes Director should they need it.

### **7.11 Emergency Access**

In the event of an emergency, death or illness involving a resident, REDSTONE FAMILY HOUSING will not give the resident's key, allow access to persons not listed as additional residents on the Occupancy Agreement or release the resident's possessions unless REDSTONE FAMILY HOUSING 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.

### **7.12 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.

### **7.13 Failure to Repair**

Where REDSTONE FAMILY HOUSING 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 Occupancy Agreement, 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 REDSTONE FAMILY HOUSING prior written notice to repair or remedy a condition which materially affects the physical health or safety of an ordinary resident; (ii) REDSTONE FAMILY HOUSING 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) REDSTONE FAMILY HOUSING has not made a diligent effort to repair or remedy the condition; (iv) resident has given subsequent written notice to REDSTONE FAMILY HOUSING stating that the resident intends to terminate the Occupancy Agreement, 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.

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

In accordance with Army Regulations, housing can be used as an authorized Family Child Care (FCC) home with Garrison approval. If approved residents must contact the local 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 REDSTONE FAMILY HOUSING. Residents providing FCC in their homes agree to hold harmless REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING 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.

### **7.15 Guests and Visitors**

Residents are allowed to have non-immediate family and unrelated guests in their homes for up to 30 days unless a longer stay is approved by the Community Director. Any guests staying longer than 14 days must have all required approvals from REDSTONE FAMILY HOUSING, have written permission from REDSTONE FAMILY HOUSING and must be registered, in advance, with the neighborhood management office.

### **7.16 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 Ground Fault Interrupter "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.

Christmas lighting may not be erected before Thanksgiving and must be removed no later than January 10th. 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.

Decorative lighting for other occasions such as Halloween is authorized but cannot be put up earlier than one month prior to the occasion and must be removed no later than one week after the occasion. All Decorative lighting must be UL approved for either indoor or outdoor use.

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 yearly tree removal that will be communicated in our newsletter and website.

### **7.17 Home Business**

Private businesses may not be operated from the homes provided to military families without REDSTONE FAMILY HOUSING approval. See Section 8.15 regarding Family Child Care (FCC) in the home. Any resident determined to be operating a business in their home without REDSTONE FAMILY HOUSING approval will be deemed in default of the occupancy agreement.

### **7.18 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 dependents (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.

### **7.19 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.

### **7.20 Parking**

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

Parking of any vehicle is not allowed in front of fire hydrants or 15 feet to either side of a fire hydrant. Travel trailers, motor coaches, cargo trailers, camper bodies, camper trailers, commercial vehicles, tractor trailers, boats, personal watercraft, boat/pwc trailers, and horse/livestock trailers may not be permanently parked, or stored on the street, driveways, yards or parking lots in any housing area.

Recreational vehicles may only be parked in the housing area for the purpose of loading and unloading. In no event shall recreational vehicles be parked in housing areas for more than 24 hours without REDSTONE FAMILY HOUSING approval. Redstone Arsenal maintains a recreational vehicle storage lot for recreational vehicles and equipment. Arrangements for storage are to be coordinated with the operators of the vehicle storage lot.

### **7.21 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 Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinschers, Chow Chows, and wolf hybrids. The current list of restricted breeds can also be found in REDSTONE FAMILY HOUSING Pet Policy. All pet agreements prior to this revision will be grandfathered to accommodate prior residents.

All pets must be registered at the Veterinarian Treatment Facility within five working days of occupying a house or acquiring a pet. Pet owners must provide verification of appropriate immunization along with the pet registration to REDSTONE FAMILY HOUSING.

Resident must sign a separate Pet Addendum. Please refer to the Pet Addendum for associated fees and deposits. Any pet damages to the home will be applied and collected separately.

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 REDSTONE FAMILY HOUSING official pet policy are available at REDSTONE FAMILY HOUSING management offices.

### **7.22 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.

### **7.23 Prohibited Conduct**

Prohibited conduct within the Redstone Family 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.

### **7.24 Reimbursement for Damages**

Resident shall promptly reimburse REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING makes demand. REDSTONE FAMILY HOUSING' failure or delay in demanding any sums due by Resident shall not be deemed a waiver. REDSTONE FAMILY HOUSING 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.

### **7.25 Resident Services and Facilities**

REDSTONE FAMILY HOUSING 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 REDSTONE FAMILY HOUSING or its representatives. REDSTONE FAMILY HOUSING retains the right to deny use or access to any resident, occupant or guest who, in REDSTONE FAMILY HOUSING' opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements.

### **7.26 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 REDSTONE FAMILY HOUSING prior to installation. The satellite dish must 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. REDSTONE FAMILY HOUSING 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 18 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. The resident must make contact with local providers to be sure they have all required permits before digging.

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

There is no need for a traditional self help center since all repairs and maintenance will be handled by REDSTONE FAMILY HOUSING personnel. However, REDSTONE FAMILY HOUSING will make small hand tools such as hammers and screwdrivers, and miscellaneous supplies such as screws, nails and picture hooks available to all residents. The items are loaned or provided at no charge. Residents must contact the neighborhood management office to determine the availability of “loaner” tools and supplies. Lawn mowers are also available for residents’ use.

### **7.28 Soliciting**

REDSTONE FAMILY HOUSING does not allow solicitors in residential areas. REDSTONE FAMILY HOUSING 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.

### **7.29 Speed Limit**

Speed limits within the REDSTONE FAMILY HOUSING residential community are regulated by the Provost Marshal’s Office and normally are limited to 20 miles per hour, unless otherwise posted.

### **7.30 Storage Sheds**

Only sheds approved by REDSTONE FAMILY HOUSING are allowed, and all sheds must be purchased by the resident. Sheds may only be placed in an approved location. 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.

### **7.31 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.

### **7.32 Trampolines**

Personally owned trampolines are limited to 16 feet in width and must have side- netting. Trampolines must be compatible in size to the homes rear yard, only on a flat surface and can not be located where there will be an adverse visual impact from the street or from neighbor’s homes. Trampolines can only be erected in backyards with a full fence. It would be the resident’s responsibility to install a fence if the home does not have one. A written request to erect a trampoline must be submitted to REDSTONE FAMILY HOUSING 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.

### 7.33 Waterbeds

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

### 7.34 Weapons

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Redstone Police 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 Redstone Family Housing 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.

### 7.35 Yard Sales

Individual yard sales will not be allowed. Community-wide yard sales, sponsored, coordinated and marketed by REDSTONE FAMILY HOUSING, will be held twice each year, usually in the spring and fall.

## 8. LEASE / RESPONSIBILITY HANDBOOK CHANGES

### 8.1 Changes in the Agreement

From time to time, it may be necessary to change existing rules and/or adopt new rules. If a 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.

### 8.2 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 Alabama's Landlord Tenant laws. The Agreement shall be construed in accordance with such Law and the other applicable laws of the State of Alabama and all obligations hereunder are to be performed in Madison County, Alabama, in which the Premises are located.

## FREQUENTLY CALLED NUMBERS

**SERVICE REQUESTS CALLS: 256-400-5940**

Website: [RedstoneFamilyHousing.com](http://RedstoneFamilyHousing.com)

### Area Code 256

|                                          |            |
|------------------------------------------|------------|
| <b>Fire, Police or Medical emergency</b> | <b>911</b> |
| Fire and Emergency Services              |            |
| EMERGENCY                                | 911        |
| Non-emergency                            | 876-3825   |

|                          |                |
|--------------------------|----------------|
| Military Police          |                |
| EMERGENCY                | 911            |
| Non-emergency            | 876-2222       |
| Army Community Service   | 876-5397       |
| Child Development Center | 876-5862       |
| Commissary               | 955-6627       |
| Fox Army Health Center   | 955-8888       |
| Alabama Poison Center    | 1-800-462-0800 |
| Family Support/Advocacy  | 876-8000       |
| Military Pay             | 876-8510       |
| Off Post Housing Office  | 876-6666       |
| The Exchange             | 883-6100       |
| Red Cross                | 536-0084       |
| Veterinary Services      | 876-2441       |
| Youth Services           | 876-3704       |
| Directory Assistance     | 876-2151       |

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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: \_\_\_\_\_