



MAXWELL FAMILY HOUSING RESIDENT GUIDELINES

Revised: June 1, 2021

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RESIDENT GUIDELINES**

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Dear Resident of MAXWELL FAMILY HOUSING:

Welcome to MAXWELL FAMILY HOUSING! We at Hunt are deeply honored and proud to have the privilege of serving you at home. We recognize how much you and your family sacrifices 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 Directors 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 also will provide opportunities for you to socialize with your neighbors by holding community events such as barbecues and movie nights and sponsoring existing installation events. And we will make every effort to communicate with you about housing maintenance, events and policies through our quarterly newsletters and housing website, www.maxwellfamilyhousing.com.

These Resident Guidelines are an integral part of your Lease, providing more details and information about the community you have joined, our operations and services and your responsibilities as a Resident. Please review these Resident Guidelines thoroughly as it is designed to assist you while residing with us. Please feel free to provide comments and suggestions to make these Resident Guidelines as useful and informative as possible.

We care about the work you are doing on our behalf. We care about you! On behalf of Hunt, we are proud to serve those that serve our country and welcome you home.

Sincerely,

The Hunt Management Team at
MAXWELL FAMILY HOUSING

1. INTRODUCTION

The Air Force has entered in to a 50-year ground lease with AETC II Privatized Housing LLC (“Landlord”) for the land and improvements comprising the single-family housing on Maxwell AFB and Gunter Annex. The Landlord is the owner of the family housing on the Installation and is responsible for its maintenance and operation. Landlord’s property manager, Hunt Military Communities, (an affiliate of Hunt Companies, Inc.) manages the family housing.

AETC II Privatized Housing LLC is proud to take care of Residents’ family housing needs at Maxwell AFB and Gunter Annex. Our goal is to provide quality, affordable housing for qualified residents and their families living at Maxwell AFB and Gunter Annex.

About Hunt

Hunt is a nationally recognized leader in the most successful public-private partnership program in the U.S, the Military Housing Privatization Initiative. Hunt Military Communities manages 17,750 privatized military homes throughout 25 military installations. As the premier military housing community developer, we have a reputation for providing unsurpassed quality and service to the men and women who serve in our nation's Armed Forces. It's a core focus for Hunt, and a mission our company takes seriously. Our focus is on creating great places to live. Hunt works with the best land planners, architects and community designers to provide quality communities with community centers, parks and amenities that rival those outside the gate. Hunt Military Communities is committed to provide our residents with superior customer service while living in a quality community.

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). Landlord further agrees to comply with all applicable building and housing code requirements governing residential rental property in the State of Alabama.

2.2 Resident Responsibilities

Resident agrees to keep the home (referred to in these Resident Guidelines as the “Premises” or “Home”) 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 themselves (including guests and invitees) 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 and to comply with all applicable laws.

3. GENERAL INFORMATION

3.1 Conditions of Occupancy

Residents will use the Premises solely as a single-family residence for the Resident and qualified family members. Except as otherwise provided in the Lease, use of the home for any other purpose is not permitted, including shelter for any additional persons, except that temporary guests residing in the home for more than 14 consecutive days is permitted (with a maximum of 30 days within a calendar year, unless a longer stay is approved by the Community Director and Installation Commander). For further information, please refer to Section 8.27 of these Resident Guidelines (Social Visitors and Immediate Relatives) and Sections 9 and 15 of the Lease.

3.2 Landscaping

Standard landscaping maintenance services, including mowing, edging and leaf removal, will be provided by MAXWELL FAMILY HOUSING in the family housing common areas and unfenced yards of all residences on a designated schedule, provided Resident has removed any personal items that would prevent landscaping maintenance service.

Any fenced backyards must be fully accessible to receive landscape maintenance services. However, Residents will be responsible for turf mowing, trimming and clipping removal to MAXWELL FAMILY HOUSING specifications of all fenced back yards. Shrubs within the fenced area must be trimmed to the proper height so as not to block windows and must be neat in appearance. Should Resident fail to maintain the fenced in area, a yard violation notice will be sent to the Resident. If the violation is not corrected within the timeframe indicated on the violation notice, MAXWELL FAMILY HOUSING will correct the violation and 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 manage utility costs, the frequency and duration of watering lawns and plantings by Residents may be restricted. When watering restrictions are necessary, information will be published on the Community Website outlining the restriction requirements for each housing area. Residents are required to adhere to the published requirements during times of watering restrictions.

Residents are encouraged to make additions to their gardens for their own gardening pleasure. Flower gardens are restricted to areas currently landscaped for this purpose. Residents who wish to create or expand existing flowerbeds must obtain prior

authorization from the Community Director. For further information, please refer to Section 5.1 of the Resident Guidelines. Residents are required to maintain their flower gardens and other plantings in living condition, free of trash, weeds, dead vegetation and fallen leaves.

3.3 Lease

Resident will sign a Lease with AETC II Privatized Housing, LLC prior to moving in. Resident is required to comply with all terms stated in the Lease and these Resident Guidelines.

3.4 Maintenance

All maintenance requests should be routed through the neighborhood management offices. Contact information for the neighborhood management offices is available on the back cover of this document, which is also located on the MAXWELL FAMILY HOUSING website or can be obtained from any MAXWELL FAMILY HOUSING office. Residents may enter maintenance requests by telephone 334-262-1617, through the MAXWELL FAMILY HOUSING website or in person at the neighborhood management offices.

MAXWELL FAMILY HOUSING provides 24-hour emergency and urgent maintenance service. After normal office hours, Residents may call 334-262-1617 to place any maintenance request (including emergency needs) or leave messages for the office staff for the next business day.

Emergency work orders take priority over all other work orders because they require immediate action. MAXWELL 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. 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**

Service calls will be classified as an emergency for any conditions that may constitute an immediate threat to life, mission, security or community. Emergencies will be handled immediately.

Some examples of emergency situations include:

- Loss of Heating (when exterior temperature is below 60 degrees)
- Loss of Air Conditioning (when exterior temperature is above 80 degrees)
- Sewage Back-up
- Roof Leaks
- Power Outage
- Electrical Hazards which may cause fire or shock
- Broken or Non-Working Exterior Doors, Locks, Windows

- Locked Out of Home
- Broken Water Line
- Flooding
- Cold or Hot Water - None
- Overflowing Drain or Commode
- Non-Functioning Toilet when only one exists in the Home
- Refrigerator won't hold cold temperature
- Kitchen Range – all burners inoperative
- Critical Circuits Out (appliances)
- Inoperative Smoke or CO2 Detector
- Standing Water Removal and Clean-Up
- Fire and Natural Gas Leaks should be reported to 911 immediately and then reported to the management office.

- **Urgent Maintenance Requests**

Service calls will be classified as urgent when the work does not immediately endanger life or property but would soon inconvenience and/or affect the health or well-being of individuals. These requests will be responded to within four (4) hours after receipt of the request.

Some examples of urgent situations include:

- Range/Oven Failures
- Refrigerator Leaking
- Water Heater Failure
- Plumbing Leaks
- Low Water Pressure
- Sink Stoppage
- Tub Stoppage (only one in the house)
- Garage Door Jammed or Inoperable;
- Defective Outlets or Switches (Kitchen)

- **Routine Maintenance Requests**

Service calls will be classified as routine maintenance requests when the work does not meet the category of emergency or urgent. Routine service calls are typically handled during normal working hours. Appointments requested after normal business hours for routine service requests will be handled on a case-by-case basis.

Some examples of routine maintenance include:

- Dishwasher not working properly
- Light Inoperative
- Dripping Faucet
- Door Seal Torn
- Shelf Broken

- Window Cracked
- Lock Sticks
- Screen Torn
- HVAC not cooling enough
- Garbage Disposal Inoperative

Residents are encouraged to contact their management office if there are any questions concerning any maintenance issues.

Residents are encouraged to complete a maintenance survey each time that maintenance is performed.

3.5 Maintenance Request Procedures

Residents are encouraged to submit maintenance requests via the website, www.maxwellfamilyhousing.com. In addition, the Resident has the option of either calling 334-262-1617 to submit maintenance requests, or hand-delivering requests to the maintenance or neighborhood housing office. By submitting a maintenance request, the Resident is giving MAXWELL FAMILY HOUSING permission to enter the home to complete the request during regular business hours, unless the Resident specifically requests, at the time the maintenance request is submitted, to be present in the home while the work is being performed (or if Resident requests that a representative of Resident be present).

If the Resident specifically requests to be present during the completion of maintenance request work, MAXWELL FAMILY HOUSING staff will schedule an AM or PM appointment with a two (2) hour window, on an acceptable day to complete the service. If the Resident is not home during the scheduled two (2) hour window appointment, the maintenance request will be cancelled, the Resident will need to submit another maintenance request, and the Resident is subject to the false trip charge as described below. For emergency related items, permission to enter from the Resident is not needed to complete work in the home.

Prior to entering a home, a maintenance technician will politely knock on the front door or use the doorbell, if applicable. If unaccompanied minors are present in the home, the maintenance technician will not enter the home to perform any repairs or inspections. When a maintenance technician is inside of a home, he/she will hang a tag on the entry door that states "MAINTENANCE TECHNICIAN INSIDE". When performing repairs in a home, a maintenance technician will never (i) smoke or chew tobacco, (ii) turn on a radio, stereo or TV, (iii) help themselves to food or drink, or (iv) use the resident's bathroom.

3.6 False Trip Charge

A false trip charge of \$20 will be charged to Resident when a Maintenance Technician responds to the following situations:

- If Resident requests to be present for maintenance request work and the Resident is either not home or access is denied to the home during the scheduled two (2) hour window for the routine maintenance appointment.
- When an Emergency Maintenance Request is falsely reported by the Resident.
- When access is denied to the home for scheduled Preventative Maintenance, so long as the Resident is provided with prior written notice of such maintenance.

To avoid a false trip charge, contact your Management Office at least two (2) hours prior to the start of the scheduled two (2) hour window appointment. For example, if you have an appointment window of 12 – 2 pm, you will need to contact your Management Office by 10 am the same day. If you have an appointment window of 8 – 10 am, you will need to contact your Management Office by 3:00 pm the day prior to the appointment.

3.7 Notice of Correction Action

Violations of Resident Guidelines requirements may result in a written notice to the Resident from MAXWELL FAMILY HOUSING. The notice will detail the misconduct or violation, the corrective action that is required, the timeframe for the corrective action, and what action will be taken if further violations occur. For more serious violations, a termination of the Lease may occur as outlined in the Lease. Serious violations will be reported to the Installation Commander.

MAXWELL FAMILY HOUSING may choose to issue notices and warning letters or take more serious action, depending on the severity of the violation and the number, if any, of previous violations. Based on the nature of the incident and any other documentation contained within the Resident's file, MAXWELL FAMILY HOUSING will determine the appropriate enforcement notice or letter to issue. Should a Resident wish to appeal a notice of corrective action, the dispute resolution process may be utilized.

3.8 Office Hours

Management Offices are open during normal business hours Monday through Friday. Specific office hours can be found on the MAXWELL FAMILY HOUSING website (www.maxwellfamilyhousing.com), in community newsletters, and posted on all management office doors. Current business hours are:

Monday – Friday 0800 to 1700
Saturday & Sunday Closed

4. MOVE-IN / MOVE-OUT RESPONSIBILITIES

4.1 Move-In Inspection

The Resident will inspect the house upon move-in and complete a Move-In Report verifying the condition of the home. Resident will note any damages to the house so that MAXWELL 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. If after moving in, Resident discovers any latent defects, then Resident shall have five (5) business days from the date of move-in to provide written notice of such defects to MAXWELL FAMILY HOUSING. MAXWELL FAMILY HOUSING will add this written notice to Resident's file as part of the Move-In Report and will address all such defects within fifteen (15) days of receipt of written notice.

4.2 Intercommunity Move and Transfers

During the Original Term (as defined in the Lease), the Resident may apply to move to another home within the community. If the Resident would like to move prior to expiration of the Original Term, Resident may apply by completing an application and paying any fees required by 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 based on rank and number of dependents and will be offered a housing unit after all Priority 1 and 2 applicants. The Resident will sign a twelve 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. The Resident will sign a twelve 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 fee for the move to another home.

Landlord will deny a move request based on 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 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.

4.3 Termination/Vacate Notice

MAXWELL FAMILY HOUSING requires a notice of intent to vacate prior to vacating the home, including at the end of the Lease term, as outlined in the Lease. Residents who receive short-notice assignments must provide a copy of his or her PCS orders to

MAXWELL FAMILY HOUSING within 72 hours from the time they are received from the Government, and will be exempt from the required notice of intent to vacate. Residents can obtain the notice to vacate form from the website or a Leasing Agent who can answer any questions regarding the move-out process. Residents are required to visit the neighborhood management office to deliver their notice of intent to vacate in order to coordinate terminating the Service Member's monthly rent allotment, scheduling the move-out inspection and providing forwarding information.

4.4 Cleaning Requirements (Vacating Home)

The Resident is responsible for leaving the home in original move-in condition, except for normal wear and tear, in a broom-clean condition and free of any trash or personal items. Broom clean condition means that the 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:

1. Stove/Range and Hood: Remove burned/crusted-on food and grease from accessible surfaces, drip pan, oven rack inside oven, exhaust fan and filters, and range hood. Do not disassemble the range or hood.
2. Refrigerator: Defrost and wipe down inside and outside to remove grease and food particles; accordion folds on seal must be free of food particles, mildew and other debris; refrigerator shall be left on the lowest setting with door closed.
3. Garbage Disposal: Remove residue at the rim in the sink.
4. Dishwasher: Remove any food particles, soap residue, and grease on both interior and exterior surfaces. Do not disassemble.
5. Cabinets, Walls and Other Interior Wood Trim: Wipe down and remove grease and debris.
6. Sinks: Remove Food particles, grease, soap residue and any removable stains.
7. Lavatories, Commodes, Showers, Bathtubs, Glass Enclosures and Medicine Cabinets: Use non-abrasive cleaner to remove soap residue and mildew. Clean removable stains from walls. Wet mop the floors.
8. Walls, Ceilings, Woodwork and Doors: Clean only those walls that are accessible. Spot clean to remove food, pencil and crayon marks, cobwebs, removable stains, grime and excessive dirt. Carefully remove nails and hangars placed by resident.
9. Light Fixtures, Venetian Blinds/Shades: Clean and dust.
10. Ventilation, Air Vents/Grills: Wipe down or vacuum to remove dust.
11. Floors and Installed Carpeting: Sweep, damp mop and/or vacuum.
12. Carport, Garages, Porches, Storage Rooms, Patios and Walls: Remove dirt, cobwebs, etc. from exterior doors, walls and ceilings. Remove excessive oil and grease from concrete paved areas.
13. Grounds: Mow, edge, and trim fenced in yards. Any areas damaged by pets, garden plots, storage sheds, etc. must be restored.
14. Garbage Containers: Trash receptacles must be cleaned.

15. Windows: Residents are not required to clean windows.

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. Damage and cleaning charges are outlined in Section 12 of the Resident Guidelines and is also available at the neighborhood management office.

4.5 Normal Wear and Tear

Repairs to the home, or repair and/or replacement of equipment provided by MAXWELL FAMILY HOUSING, due to normal wear and tear will be at MAXWELL FAMILY HOUSING's expense. The cost of repairs and/or replacements, resulting from damages caused by Resident in excess of normal wear and tear, will be the responsibility of the Resident. A damage cost sheet is located in Section 12 of these Resident Guidelines and can also be obtained at the neighborhood management office.

4.6 Pre Move-out Inspection

When management receives a Notice-To-Vacate, a pre move-out inspection will be scheduled within 14 days of move out date. The purpose of this inspection is to make the Resident aware of any items that will not meet the cleaning standards required for move-out. The Move-in Inspection Form that was completed at move-in will be used to compare to the condition of the Home when performing the pre move-out inspection. During the pre-move-out inspection, the management representative will inspect the home to point out any possible Resident damages beyond normal wear and tear and estimated charges based on its current condition. The management representative will offer suggestions to minimize Resident charges. Resident or Resident's designated representative, are encouraged to accompany the management representative during the pre move-out inspection.

4.7 Move-Out Inspection

The move-out inspection will take place on or before the scheduled move out date. The move-out inspection will only be completed once all items are removed from the home. If damages are not corrected by the date that Resident vacates the home, payment will be due prior to termination of the Lease. Resident or Resident's designated representative, are encouraged to accompany the management representative during the move-out inspection. If you are unavailable to be present during the Move-Out Inspection, any damages will be photographed and charges will be applied to your final account. Further information on move-out requirements are detailed in the Lease.

5. CARE OF HOMES

5.1 Alterations to Landscaping

To maintain landscaping standardization, Resident must obtain written permission from MAXWELL 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, 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 Appliances

Appliances may not be removed or replaced with privately owned appliances without prior written permission from MAXWELL FAMILY HOUSING. The care and cleaning of the appliances and fixtures are strictly the Resident's responsibility. Oven cleaner may NOT be used on continuous clean ovens.

5.3 Basements (where applicable)

Basements should be kept free of dust, dirt and clutter, particularly around the water heater and furnace. Items must not be stored within 36 inches around the water heater and furnace. Basements are not intended as living areas or sleeping space. Water seepage may occur; therefore, it is recommended that all items be stored off the floor. Pets shall not be kennel in the basement.

5.4 Exterior Condition/Appearance

While MAXWELL 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 stain marks and writing.
- Swing sets and other similar types of children's exterior recreational equipment are permitted in rear yards of homes with authorization from MAXWELL FAMILY HOUSING prior to installation. Resident is responsible for the safety, supervision, and upkeep of equipment. Resident is also responsible to restore damaged areas of turf/landscape caused by the use of said equipment.
- No new clothes lines are allowed, but pre-existing ones may remain and be used.
- Trees and utility poles will not be used to install dog runs, signs, basketball goals and similar items.
- Bikes, toys and lawn equipment, when not in use, should be moved to the back yard or garage. These items may not be stored in the driveway or carport. Bicycles and toys shall not be left unattended in public areas or on sidewalks where they may become a hazard or a nuisance.
- Patio furniture, used daily, properly maintained and in good taste (as determined by MAXWELL FAMILY HOUSING) may remain on the backyard patio.
- Couches, chairs or other furniture not built or intended for outdoor use is prohibited.
- The playing of uncontrolled baseball games and practicing of golf in areas that are not designated for such, is prohibited.

- 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 installation fire safety codes and UL listings.
- Exterior painting of the home is not authorized.
- Dog houses must be within an area enclosed by a fence approved by MAXWELL FAMILY HOUSING and must not be visible from the front of the home. Dog Kennels and Dog Runs are not permitted.
- Skateboard and bicycle ramps are prohibited.

5.5 Fences

Residents desiring to install a fence, at their own expense, must obtain written approval from MAXWELL FAMILY HOUSING, in advance, and all fences must be of the type approved by MAXWELL FAMILY HOUSING, installed in a location approved by MAXWELL FAMILY HOUSING, and must follow any applicable fence standards. If approved, Resident is responsible for constructing the fence, maintaining the fence, and taking the fence down upon vacating. Detailed instructions, to include fence standards, can be obtained at the neighborhood management office.

Residents are not allowed to paint, attach, or alter fencing in anyway, without written authorization by MAXWELL FAMILY HOUSING. Residents are required to properly maintain backyard fencing, including mowing at least one mower strip on the outside perimeter of the fence, trimming along both sides of the fence, and removal of weeds, grass and debris.

5.6 Flags

Residents are permitted to fly a United States flag. If a Resident does fly a flag, it must be displayed in accordance with Title 36, U.S.C., Section 17a.

5.7 Interior Maintenance

Broken or unserviceable housing components, structural damage, water leaks, cracked walls, and other maintenance work should be immediately reported as directed by Section 5.8 of the Resident Guidelines.

Written permission must be received from MAXWELL 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. If MAXWELL FAMILY HOUSING approves painting, wallpapering, stenciling or other

changes to wall surfaces, 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. Awnings, signs, or screen doors are prohibited.

5.8 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 MAXWELL FAMILY HOUSING and are necessary to maintain such in proper condition.

MAXWELL FAMILY HOUSING agrees to keep common areas clean; lawns mowed, trimmed and edged during the growing season (fenced back yards excluded); provide pest control services as needed; 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 under the terms of the Lease). Although MAXWELL FAMILY HOUSING agrees to comply with the above requirements, failure to do so will not be grounds for Resident's termination of the Lease, unless otherwise provided by law. Resident may not terminate the Lease 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. MAXWELL FAMILY HOUSING may make repairs and Resident will be held responsible for the cost.

5.9 Pest Control

Resident acknowledges that good housekeeping prevents pest infestation and agrees to keep the Home in a clean and sanitary condition at all times. Resident will maintain the home in a manner to deny access, harborage, and sustenance to household pests.

Requests for treatment may be made by contacting MAXWELL FAMILY HOUSING. Depending on the type and severity of pest problem, the Resident may be charged for the service if Resident was at fault for causing the problem. If a Resident is allergic to common pesticides or has any reaction at all, notify MAXWELL FAMILY HOUSING immediately. Pesticides may be hazardous to infants under 3 weeks old, the elderly, pregnant, those with heart, liver or respiratory problems, people with allergies, and pets. Residents should inform the pest controller of any such situations, and he will advise of any special safety precautions required.

Resident shall immediately notify MAXWELL FAMILY HOUSING of the presence of pests around the outside of homes, including those in trees and shrubs.

Problems involving cockroaches, flies, wasps, bees, termites, ants, ticks, fleas, spiders, snakes, mice, rats and other crawling and flying pests should be reported to MAXWELL FAMILY HOUSING.

5.10 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 MAXWELL FAMILY HOUSING for any necessary expenses incurred in the repair of such equipment. Removal or replacement of existing plumbing fixtures and devices with non-comparable components is prohibited. Portable washers or dryers are prohibited, unless approved in advance, in writing, by MAXWELL FAMILY HOUSING.

5.11 Preventive Maintenance

MAXWELL FAMILY HOUSING will conduct a preventive maintenance program to maintain and assess Heating, Ventilation and Air Conditioning (HVAC) systems, appliances, range hood suppression system (if installed), smoke detectors, and carbon monoxide detectors.

Residents will be notified of date and time maintenance personnel will be scheduled to be at the Resident's home to perform periodic inspections or preventive maintenance. If Resident has a "Permission to Enter" form on file, it will not be necessary for anyone to be home to have the inspection or work performed. If Resident does not have this authorization on file, the maintenance technician will leave a door hanger note indicating their attempt to perform the inspection or work and asking that the Resident call to reschedule.

5.12 Self-Help Supplies

MAXWELL FAMILY HOUSING stocks complimentary self-help items for Resident's use in maintaining their home, such as smoke/carbon monoxide detector batteries, HVAC filters, landscaping supplies and spring seed. Please contact the neighborhood management office for further details.

5.13 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 management office. Replacement batteries can be obtained at the Self-Help Store. 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.

MAXWELL 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 MAXWELL FAMILY HOUSING's duty to make needed repairs 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 MAXWELL FAMILY HOUSING. When installed, any such additional items shall become the property of MAXWELL 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 should 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.

5.14 Window Coverings

All window blinds that have been provided must remain in place and should always be maintained in good condition. No aluminum foil, sheets, blankets, window tint or any other type of unsightly coverings shall be used over the windows to darken rooms.

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 15 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. Residents are required to comply with the Installation-specific youth supervision guidelines for the care of children and any applicable state, local or federal requirements.

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, MAXWELL FAMILY HOUSING must be notified by telephone 334 262-1630 as soon as possible.

All flammable materials stored on the exterior of homes pose a fire hazard. All flammable liquids such as gasoline, oil and charcoal lighter fluid should be stored in an

approved container in a secure location outside of the living space of the home (i.e. the garage or shed) or disposed of promptly and properly.

Open fires such as bonfires or the burning of rubbish are prohibited.

6.4 Fireworks

The manufacturing, sale, storage, possession, transporting and/or use of fireworks and all incendiary devices are expressly prohibited at the Home or in the community.

6.5 Fire pits and Chimneas

Fire pits and chimneas of any kind are prohibited.

6.6 Heaters

Kerosene heaters or other heaters using combustible materials or fluids and open coil heaters are prohibited either inside or outside the Home.

6.7 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 MAXWELL FAMILY HOUSING a minimum of 48 hours in advance.

6.8 Security Devices

No additional security devices shall be installed, except with prior written consent of MAXWELL FAMILY HOUSING. If Resident receives approval to install additional security devices, MAXWELL 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 MAXWELL FAMILY HOUSING harmless from any actions arising from the use or malfunction of any security device installed by Resident. Resident is responsible to remove the security devices upon termination of the Lease or charges will be applied.

6.9 Window Safety

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

Please be advised, ALL windows can be potentially dangerous to residents. In an effort to protect our children, windows should be opened from the top, when possible. This is extremely important when the window is on the second floor.

The screens provided on the windows are to keep pests out and not to contain children or pets. Screens are designed in such a fashion that direct pressure could force the screen completely away from the window. The mesh material could also become detached from the frame if children or pets push against them.

Loose or damaged screens should be reported to MAXWELL FAMILY HOUSING.

6.10 Compact Florescent Lights (CFL)

For the safety of our residents, we ask that any broken CFL be reported to the maintenance department for appropriate clean up and removal.

7. UTILITIES

7.1 Utilities Provided

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

7.2 Utility Malfunctions

Residents will be provided reasonable advance notice, whenever possible, if the utilities provided by MAXWELL 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.

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 MAXWELL FAMILY HOUSING Management Office for information on service providers, connection requirements and fees. If MAXWELL 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.

8. PROPERTY POLICIES

8.1 Access to Homes

When practical, MAXWELL 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. When submitting a maintenance request, the Resident is providing permission to enter unless specifically requested to be present during maintenance request.

8.2 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. Security Forces will be notified of any vehicles in violation of installation policy and will authorize the towing of the vehicle at the owner's expense. For homes falling outside of the Federal Jurisdiction, vehicles will be automatically towed at the owner's expense. Resident agrees to abide by parking regulations, and to require guests to abide by all parking regulations.

Repairs of any nature to vehicles are prohibited in the community, except for emergency repairs such as fixing a flat tire. Do not empty vehicle trash, including ashtrays, onto the ground or in parking lots.

Parking for boats, trailers, recreational vehicles, pop-up campers, camper shells, and utility trailers is prohibited in the community, except twenty-four (24) hours before or after use for the purpose of loading, unloading or cleaning.

8.3 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 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.

8.4 Changes in Resident Status

The Resident is required to provide notice to MAXWELL FAMILY HOUSING of any changes in status, in accordance with the Lease. Further information may be found in the Lease.

8.5 Preliminary Dispute Resolution Process

As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help

ensure a timely response to your concerns. 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 two-step process:

1. **Submit a complaint in writing to the Community Director:** To initiate the preliminary dispute resolution process, you must:
 - a. Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from 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 written complaint to fully evaluate your concerns and respond to your complaint.

2. **Elevate your complaint to the Regional Director of Operations:** If you are not satisfied with your Community Director’s response to your complaint, you must:
 - a. Make a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.
 - b. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.
 - c. Allow the Regional Director of Operations up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to pursue the Formal Dispute Resolution Process as more particularly outlined in the Universal Lease, and as incorporated into our Active Duty Tenants’ current leases through HMC’s Community Guidelines and Policies. The relevant provisions of the Dispute Resolution Process excerpted from the Universal Lease can be found below:

UNIVERSAL LEASE 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 this 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).

Exhibit A — Request Form for Dispute Resolution Process

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: _____

8.6 Deliveries

Commercial deliveries may be accepted for Residents by MAXWELL FAMILY HOUSING representatives at the neighborhood management office, space permitting. If accepted, each delivery will be recorded. Persons picking up the package from MAXWELL FAMILY HOUSING must sign for each package. Packages are only available for pick up during office hours. Unfortunately, the Resident or Resident's representative will need to pick up the package. For security purposes, the management team is unable to deliver packages. Packages retrieved by persons other than the addressee, require written permission from the addressee. **MAXWELL FAMILY HOUSING is not responsible for packages that are delivered to the neighborhood management office.**

8.7 Eviction/Termination of Agreement

If the Resident materially fails to comply with any of the terms of the Lease and/or the Resident Guidelines, it may result in termination of the Lease and eviction. Further information on termination and eviction may be found in the Lease.

8.8 Extended Absence

Upon extended absences (7 days or more), it is encouraged that the Residents notify the appropriate neighborhood management office. This practice is requested so if any unusual activity is present during your absence, management can respond on your behalf or can notify you. The Resident also understands that management is not liable for the premises while the Resident is away. If Resident is absent from the Home for more than thirty (30) days without notification to MAXWELL FAMILY HOUSING, the Home may be deemed abandoned in accordance with the terms of the Lease.

8.9 Emergency Access

In the event of an emergency, death or illness involving a Resident, MAXWELL FAMILY HOUSING 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 MAXWELL 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.

8.10 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.

8.11 Failure to Repair

In the event of a dispute over the failure to repair an item reported to MAXWELL FAMILY HOUSING, Resident and MAXWELL FAMILY HOUSING agree to resolve the dispute in accordance with Section 8.5.

8.12 Family Child Care in the Home

In agreement with the Air Force, housing can be used as an authorized Family Child

Care (FCC) home. Residents must contact Maxwell AFB Child & Youth Services Office in order to apply for FCC certification and approval. Only those Residents who have successfully completed the Installation FCC requirements are eligible to function as a Family Child Care Home in MAXWELL FAMILY HOUSING communities. To become licensed, representatives from the following agencies may inspect your home for licensing and proper insurance: Security Forces, Mental Health, OSI, Base Housing, Medical Clinic, Family Advocacy, Substance Abuse, Public Health, and any others as required by Installation policy. If you are interested in becoming a licensed provider, contact the Installation's Family Child Care office.

Residents providing FCC in their homes agree to hold harmless MAXWELL FAMILY HOUSING against actions arising from the use of their home as an FCC facility. The cost of adding any equipment or service required to use the home as an FCC facility is the responsibility of the Resident. Any equipment added to the facility must be removed prior to termination of the Lease and the area where equipment was placed restored back to its original condition.

The child care provider must be approved per United States Air Force requirements and meet all applicable state and local license requirements. The child care provider must abide by the United States Air Force requirements as outlined in AFI 34-276, *Family Child Care Programs*.

8.13 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.

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

8.14 Home Business

Private residential businesses may not be operated from the home without MAXWELL FAMILY HOUSING written approval. All local, state and federal laws, regulations and licensing requirements will be considered before permission is granted to conduct a business. Businesses that adversely affect the tranquility or safety of the community will not be approved. Businesses will not duplicate the sale of merchandise and servicereadily available through the Installation's officially sanctioned commerce. Resident is expected to pay for excessive utility consumption used in operation of the business. Utility payment requirements will be determined during the approval process. Any resident determined to be operating a business in their home without MAXWELL FAMILY HOUSING approval will be deemed to be in default of the Lease. Further requirements regarding a residential business may be found in the Lease.

8.15 Hot Tubs/Spas and Water Features/Ponds

No hot tub, spa or whirlpool of any kind is authorized inside or outside of homes. Additionally, any item that holds water, such as coy pond, bird baths, water gardens or decorative water features are not permitted due to safety.

8.16 Locks & Keys

No locks shall be changed or added in any way, to any door except with the prior written consent of MAXWELL FAMILY HOUSING. Any replacement lock must be of the same manufacturer as the existing lock and Resident must provide a copy of the new key to MAXWELL FAMILY HOUSING within twenty-four (24) hours of changing the lock.

Should keys become lost, immediately notify the neighborhood management office. Only a Resident or occupant listed on the Lease who provides valid identification will be issued keys to the Home. Resident will be charged, in accordance with the Lease, for replacing lost keys or failing to return any key(s) upon termination or expiration of this Lease.

8.17 Lockout Services

In the event a Resident locks themselves out of their home during office hours, the Property Director will provide the Resident access to their home provided proper identification can be produced. A Resident, for purposes of this section, is defined as the "Resident" or an authorized "Occupant" as listed on the Lease, except for any minor dependents (under the age of 12), visitors, etc. It is the Resident's responsibility to ensure that the authorized Occupant list for their home is up to date. When a Resident is locked out of their home outside of office hours, the maintenance or managementstaff 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.

8.18 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. Residents should be considerate of their neighbors 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.

8.19 Parking

Parking is permitted only on paved surfaces in designated parking areas. Parking on non-paved areas must be approved, in writing, by MAXWELL 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 (PWC), 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 MAXWELL FAMILY HOUSING approval.

8.20 Pet Policy

Pets are privately owned, domesticated animals living in a home. The Resident is required to meet the requirements listed in the Pet Policy Addendum and Pet Record, both attached and incorporated as part of the Lease, and any base specific requirements.

8.21 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. For safety, pools must be emptied and properly stored immediately after use and may not remain filled overnight.

8.22 Prohibited Conduct

All Residents, occupants and guests are required by the Lease to refrain from illegal or other prohibited activities. Prohibited conduct within MAXWELL FAMILY HOUSING 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.

8.23 Reimbursement for Damages

Resident shall promptly reimburse MAXWELL FAMILY HOUSING for any loss, property

damage, or costs of repairs or service to the home caused by the negligence or by improper use by Resident, Occupants or Guests, or Resident's pets, unless Resident has properly made repairs pursuant to requirements or permissions set forth in the Lease. Such reimbursement is due at the time MAXWELL FAMILY HOUSING makes demand. MAXWELL FAMILY HOUSING's failure or delay in demanding any sums due by Resident shall not be deemed a waiver. MAXWELL FAMILY HOUSING may require advance payment of repairs for which Resident is liable. All payments are to be made by money order or cashier's check and delivered to the management office.

8.24 Resident Services and Facilities

MAXWELL 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 MAXWELL FAMILY HOUSING or its representatives. MAXWELL FAMILY HOUSING retains the right to deny use or access to any Resident, occupant or guest who, in MAXWELL FAMILY HOUSING's opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements. Residents will be responsible for the cost of any repair or service on equipment or facilities due to misuse by Resident, occupants or guests. Resident shall notify MAXWELL FAMILY HOUSING of any malfunctioning equipment or facilities. Information on resident activities, events or programs, to include the deployed spouse program, will be communicated in the community newsletter and made available on MAXWELL FAMILY HOUSING's website.

8.25 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 MAXWELL FAMILY HOUSING 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. MAXWELL 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 26 inches. Any lines/cables from the satellite dish to the house must be underground. A digging permit from Maxwell AFB will be required before any holes or trenches are dug. Any fees associated with receiving a digging permit will be at the sole expense of the Resident. The satellite dish must be removed at Lease termination or a \$75 fee will be charged.

8.26 Snow Removal

Snow removal and ice control procedures will be implemented at such time as current weather conditions present the potential for hazardous snow or ice accumulations. Snow plowing will commence when snow accumulations on traffic surfaces reaches three inches. MAXWELL FAMILY HOUSING will first clear all residential roadways,

followed by sidewalks, handicapped ramps, and steps of community buildings. Residents are responsible for clearing their respective driveways and walkways from the driveway to the Home.

Residents are required to remove their vehicles from the streets and into their respective driveways to facilitate snow removal. It is imperative that all vehicles be removed from the roadways to allow for efficient snow management efforts. Any vehicle parked in the roadways during a snow event is subject to towing at vehicle owner's expense.

8.27 Social Visitors and Immediate Relatives

The Resident is allowed to have Immediate Relatives and Social Visitors reside in the home or visit, for the amount of time specified in the Lease. For purposes of the Lease, "Immediate Relatives" is defined as Resident's spouse and Resident's or spouse's:

- Parents (including stepparents).
- Children (including illegitimate children and stepchildren).
- Brothers and sisters.
- Sole surviving blood relative.

8.28 Soliciting

Soliciting is prohibited without written approval from MAXWELL FAMILY HOUSING. This includes fund raising, scout activities, school sales, etc. Residents are asked to request that unauthorized solicitors leave residential community grounds immediately, and then notify the neighborhood management office.

8.29 Speed Limit

Residents, Occupants, and their guests are required to abide by all traffic regulations set forth on the Installation and within the residential community. Speed limits within the community are limited to 15 miles per hour, unless otherwise posted and will be STRICTLY ENFORCED.

8.30 Storage Sheds

Only sheds approved by MAXWELL FAMILY HOUSING 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

Assembling of tents is authorized only for the temporary use of children and for family camping in backyards. Running electric extension cords from the home 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. Side-netting must be used at all times and maintained to manufacturer standards (free of rips and holes). A written request to erect a trampoline must be submitted to MAXWELL FAMILY HOUSING and approval must be granted prior to installation. 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. Residents will be responsible for all lawn care (mowing, edging) under and around the trampoline. Resident will be required to restore

landscaping under and around the trampoline to its original condition upon move-out. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

8.33 Trash, Bulk Trash and Recycling

Trash and recycling containers will be provided to each residence. Trash and recycling 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 next day. The pickup schedule for trash and recycling will be published on MAXWELL FAMILY HOUSING's website, in the community newsletter or can be obtained from the neighborhood management office. A list of acceptable recycling items can also be obtained from the neighborhood management office.

The bulk trash pickup schedule will be made available on MAXWELL FAMILY HOUSING's website and through the community newsletter. Bulk trash collection will include appliances, furniture, large items such as tires, and miscellaneous debris. The Resident will not be allowed to store bulk items outside of the home. The following items will not be picked up as part of bulk trash: batteries, paint, oils, household cleaners, chemicals or similar items that fall under the Environmental Protection Agency regulations. It is the Resident's responsibility to dispose of these items properly.

8.34 Waterbeds

Waterbeds are not authorized in MAXWELL FAMILY HOUSING homes except for medical reasons. All exceptions must be approved in writing by MAXWELL FAMILY HOUSING. If approved, the waterbed location is limited to the first floor of the home only and may require additional renter's insurance.

8.35 Weapons (on Installation)

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Security Forces and stored in accordance with all applicable regulations. This includes BB guns, pistols, rifles, bows or any other weapon or firearm. If Maxwell AFB regulations allow, 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 Maxwell AFB unless the owner is an active, full-time member of a local, state, or federal law enforcement agency or a military Service Member and is authorized to carry the weapon during the normal course of their duties.

8.36 Yard Sales

Individual yard sales will not be allowed. Residents may be permitted to hold neighborhood yard sales with the approval of the neighborhood management office. Community-wide yard sales are sponsored, coordinated marketed and organized by

MAXWELL FAMILY HOUSING. Notification of Yard Sale dates will be communicated via news bulletin and website.

9. LEASE / RESIDENT GUIDELINES 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 Guidelines shall not be modified unless by written amendment or addendum signed by Resident and MAXWELL FAMILY HOUSING. The Lease and Resident Guidelines represent the entire Agreement between the Resident and MAXWELL FAMILY HOUSING. The Lease and Resident Guidelines are intended to comply with and shall be construed in accordance with all applicable state, federal and local laws. If there are any conflicts between the Lease and the Resident Guidelines, the Lease (and Lease Addenda) will prevail and take precedence.

10. SPECIFIC INSTALLATION ITEMS ADDED HERE

11. IMPORTANT CONTACT INFORMATION AND NUMBERS

MAXWELL FAMILY HOUSING
400 East Maxwell Blvd
Montgomery, AL 36112
334 262-1630
Maintenance Line
334 262-1617

12. DAMAGE AND CLEANING CHARGES AT MOVE-OUT

DAMAGE CHARGES / REPLACEMENT

Any and all damages and replacement will be charged to the resident at the actual replacement costs. Labor costs can be charged at a rate of \$30/hour. Replacement of all flooring is charged at a seven (7) year prorated amount.

A. EXTERIOR – LAWN, GARAGE, PATIO, OUTSIDE STORAGE ROOM, TRASH REMOVAL

Trash Removal	up to \$20.00 per bag
Mow Yard	up to \$100
Turf Restoration	up to invoice cost
Garage Door Panel	up to invoice cost
Furniture Removal	up to \$100/piece

B. KEYS & LOCKS

Garage Door Opener	\$75 per opener
Garage T-lock Handle	replacement cost
Door Key	\$25 per key
Mailbox Key	\$25 per key
Lock Change/Replacement	up to \$250 per lock
After-hour Lock Change/Replacement	additional \$100 per lock

C. CLEANING SERVICES

Whole Unit Cleaning	actual invoice cost*
Extra Cleaning	actual invoice cost*
Oven	\$25.00
Range top	\$25.00
Vent hood	\$10.00
Refrigerator	\$25.00
Freezer	\$10.00
Vinyl Floors	\$50.00 ea. room
Counters	\$10.00 ea.
Kitchen Cabinets	\$5.00 ea.
Light Fixtures	\$2.00 ea.
Dishwasher	\$10.00
Patio/Balcony	\$30.00
Bathtub and Tile	\$30.00 ea.
Bathroom Sink	\$5.00 ea.
Toilet	\$15.00 ea.
Bath Cabinet	\$5.00 ea.
Mirrors	\$5.00 ea.
Carpet Stains beyond Normal Wear and Tear, Carpet Dye	actual invoice costs*
Trash	up to \$20.00 per bag
Pet Waste removal	billed at \$30/hour rate*
Whole Unit Paint	actual invoice cost*
Extra Painting per Room	actual invoice cost*
Smoke Damage & Odor Elimination	actual invoice cost*
Pet Treatment	actual invoice cost*

**If management team provides the repair/replacement, the cost is billed at \$30/hour rate.*

REPLACEMENT CHARGES

All replacement costs will be charged based on the cost of actual replacement. Carpet is pro-rated based on seven (7) years and vinyl is pro-rated based on twelve (12) years. Additional paint charges, carpet stains, resurface of tubs or countertops will be charged based on actual cost. Damages to garages will vary and be based on actual replacement/repair costs. Hourly rates listed do not include any additional cost for materials.

Any replacement/repair not on this list will be priced at the time of service. Prices are subject to change in accordance with the change procedure given in the section on Community Policies Enforcement. Excessive damage may alter above prices.

NOTHING HEREIN WILL BE CONSTRUED AS A LIMITATION ON MANAGEMENT'S RIGHT TO PURSUE RESIDENT FOR DAMAGES NOT SPECIFICALLY LISTED HEREIN.