

Community Guidelines & Policies









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1. Introduction

We are proud to welcome you home!

The Michaels Organization is honored to be the property manager for The Villages at Fort Irwin. TMO is dedicated to providing exceptional management services to all of our residents for many years to come.

Creating the best community possible is a cooperative effort between our residents and the Michaels team. These Community Guidelines & Policies were created as guides to ensure thorough understanding of the responsibilities of you, the Resident, and those of The Villages at Fort Irwin Management team. We are confident this joint partnership will make for a strong family housing community at Fort Irwin.

Our entire team is delighted to have the opportunity to serve you and to be part of The Villages at Fort Irwin Community. Thank you for your cooperation.

The Villages at Fort Irwin consists of the following neighborhoods:

- Bitter Springs
- Cactus Cove
- Calico Estates
- Coyote Springs
- Crackerjack Flats
- Desert Winds
- Dove Gulch
- Granite Canyon
- Mojave
- Sage Brush
- Sandy Basin
- Sleepy Hollow
- Tiefort View
- Town Center Terrace

We proudly offer the following community amenities:

- Resort-style swimming pool with splash pad
- 24 hour on site maintenance and pest control
- Free community activities and classes
- Tennis courts
- Basketball courts
- Volleyball courts
- Baseball field
- Soccer field
- Covered picnic areas
- Playgrounds, tot-lots, well-lit walking paths
- Four neighborhood and community centers

2. Responsibilities and Duties

2.1 Landlord's Responsibilities

The Villages at Fort Irwin agree to maintain all electrical, plumbing, heating, ventilating, appliances and other facilities and common areas in good and safe working condition, subject to the covenants and duties undertaken by the Resident(s). The Villages at Fort Irwin further agree to comply with all applicable building and housing code requirements materially affecting health and safety.

2.2 Office Location

The Villages at Fort Irwin maintains a Housing Management Office for all future, current and previous Residents which includes a central Welcome Center for all incoming applicants.

Housing Management Office 4553 Tippecanoe St Fort Irwin, CA 92310 Phone: (760) 386-4663 Fax: (760) 386-3700 Email: <u>villagesatirwin@tmo.com</u> Housing Maintenance Office 3559 Goldstone Rd Fort Irwin, CA 92310 Phone: (760) 386-2460 Fax: (760) 386-2582 After Hours: (760) 386-2460

2.3 Office Hours

The Villages at Fort Irwin Housing Management Office is open Monday through Friday, 7:30am to 4:30pm (closed for lunch from 12pm to 1pm).

The Villages at Fort Irwin Maintenance Office is open Monday through Friday, 7:00am to 4:00pm. The Self Help Center is open Monday through Friday, 8:00am to 5:00pm (closed for lunch from 12pm-1pm); closed every Saturday and Sunday, and all federal holidays.

The Housing and Maintenance offices are closed on weekends and all federal holidays.

2.4 Resident's Responsibilities

The Resident agrees to abide by all rules, responsibilities, and regulations defined by The Villages at Fort Irwin, including but not limited to the following:

- Keep the premises clean and safe, including both the interior and exterior of your home and any
 amenity and common area you, your family, or guest use. This includes picking up debris, pet waste or
 newspaper from your yard.
- Use all electrical, plumbing, heating, ventilating, appliances, and other facilities and common areas in a reasonable manner.
- Conduct himself or herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb other Residents' peaceful enjoyment of their home.
- Conduct himself or herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb the work environment for any Michaels Management Services employee.
- Take care not to intentionally or negligently destroy, damage, or remove any part of the premises, nor
 permit any guest or other person to do so.
- Comply with all applicable provisions of local building and housing codes materially affecting health and safety.
- Monthly change of the air filter inside their home (provided for free at Self-Help).
- Monthly testing of smoke detectors inside their home.

We invite you to review The Villages at Fort Irwin website at http://www.villagesatfortirwin.com on a regular basis, for updates and information regarding residency.

3. Policies

3.1 Qualifications and Eligibility

The Villages at Fort Irwin will abide by the following policies in regards to eligibility for number of bedrooms:

- No parent should have to share a bedroom with a child.
- No more than two children should have to share a bedroom.
- A child five years of age or older should not have to share a bedroom with a child of the opposite sex.
- A child nine years of age or older is eligible for a separate bedroom.
- Married dependent parents are eligible for one bedroom; dependent parents not married are eligible for separate bedrooms.

During times of high occupancy, grade or size-appropriate housing may not be available. When these circumstances arise, the Housing Management Office may need to upgrade or downgrade a family to housing to different size or rank, depending on availability in the surrounding villages, pending agreement from the Resident.

3.2 Lease / Resident Occupancy Agreement (ROA)

Each military Resident will be required to sign a six month lease with The Villages at Fort Irwin prior to moving into the assigned home. In order for any person other than the military service member to sign the lease, a General or Special Power of Attorney stating specifically that the named person is authorized to handle all business regarding housing must be provided. The named person must be on the service member's DEERS forms. The military lease establishes the Basic Allowance for Housing (BAH) and starts allotment of funds to CMC, LLC in an amount equal to the Fort Irwin BAH. Once a Resident is living at The Villages at Fort Irwin, if BAH decreases in a given year, the rent will continue to be grandfathered. If the BAH increases in a given year, the rent will continue to be grandfathered. If the BAH increases in a given year, the rent will be adjusted accordingly.

Civilians and military retirees who wish to live on Fort Irwin may submit an Exception to Policy (ETP) to live with The Villages at Fort Irwin. Civilian leases are signed by each person over the age of 18 that will occupy the home. Civilian and military retiree lease agreements are set at six months, and roll over to month-to-month agreement upon expiration of the original lease. Rental rates are determined based on bedroom size and BAH for that neighborhood rank.

To terminate a lease, you must submit a 30-day Notice of Intent to Vacate with the Housing Management Office. For homes vacated prior to the 30-day Notice date, the Resident may be subject to a termination fee equal to one month's rent unless there are untimely PCS orders, a change in status, or an emergency.

3.3 Changes in the Community Guidelines & Policies

From time to time, it may be necessary to change existing policies and/or adopt new policies. If policies change, or additions are required, a 30 day written notice of such changes and/or adoptions will be delivered to Residents. Residents agree that they will adhere to such changes and/or adoptions.

3.4 Verbal Agreements

The Resident Occupancy Agreement and Resident Responsibility Guide shall not be modified unless by written amendment or addendum. Verbal agreements are not authorized at The Villages at Fort Irwin. The Resident Occupancy Agreement and its supporting documents are intended to comply with all applicable provisions of the State of California's Landlord/Tenant laws. The agreement shall be construed in accordance with such Law and the other applicable laws of the State of California and all obligations hereunder are to be performed in Fort Irwin, in which the Premises are located.

3.5 Rent / Basic Allowance for Housing

At the time of move-in, the service member agrees for an allotment to be set to CMC, LLC with Defense Finance and Accounting Service (DFAS) or Personnel Service Center (PSC) using Military Assistance Company (MAC). Rent is equivalent to the current Fort Irwin BAH rates. If the service member is unable to establish an allotment due to DFAS, PSC, or MAC limitations, the service member will have the option to pay his/her monthly rent by Electronic Funds Transfer (EFT). If the Resident chooses not to utilize the allotment process, the Resident will be required to pay a security deposit equal to one-half ($\frac{1}{2}$) month's BAH. This will be refunded within twenty one (21) days of vacating the Unit, less any monies due for rent or damages. Rent is equal to Fort Irwin BAH, and is paid in arrears (i.e. January rent is paid in February). Rent is due on the first of each month and is considered late on the fourth of the month. Lease agreements for military Residents are set at six months, and roll over to month to-month agreements upon expiration of the original lease. If the Fort Irwin BAH goes up the Resident's rent goes up. If the Fort Irwin BAH goes down, the service member's BAH and rent will remain the same. Please refer to the Lease for details regarding rent. Non-military and non-active military Residents are leased homes at current market rates and in line with BAH rates appropriate for that neighborhood rank, as established by CMC, LLC. Lease agreements are set at six months through one year, and roll over to month-to month agreements upon expiration of the original lease. In the event that the residence is in a path of demolition, or in the event of military need, a non-military or non-active military Resident may be required to vacate the premises upon receiving written notice from The Villages at Fort Irwin. In the event that a notice to vacate needed to be served to a Resident, those living in the community for one year or less would be given a 30 day notice to vacate and those living in the community for over one year would be given a 60 day notice to vacate.

3.6 Delinquency

Please note that it is always the responsibility of the Resident to ensure that payment is received by the due date. Should the Resident experience BAH, EFT or MAC issues, the Resident is responsible to pay their rent until the issue is resolved with the appropriate party. The Villages at Fort Irwin attempts to resolve delinquency issues by notifying the Resident in a variety of communication methods. At times, The Department of the Army oversight office (RCI) may contact active duty commands to help resolve these delinquencies as is common in Military culture. Although all these attempts may be made in the spirit of customer service, if rent is not paid by the 3rd of the month, a 3-day notice to pay or vacate may be issued on the 4th.

3.7 Renter's Insurance

As of January 2015, renter's insurance has been eliminated from the cost component of BAH. Residents must maintain a renter's insurance policy (at your cost) protecting against claims for bodily injury, personal injury and property damages arising out of your use, occupancy or maintenance of the Residence. Residents may not do anything or allow any action that invalidates the policy. The renters insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholder Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide". Michaels Management Services must be listed as an "interested party" under the insurance policy. Before the earlier of the Early Possession Date of the Commencement Date, Resident must deliver to us certified copy of the insurance policy or certificates evidence the existence and amount of the required insurance. No policy may be canceled or modified except after thirty days prior notice to The Villages at Fort Irwin (ten days for nonpayment). Residents must notify the Housing Management Office at least thirty days before the expiration of the policy, Resident must also furnish The Villages at Fort Irwin with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. Residents will be liable for the deductible amount if any insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as additional insured and/or beneficiary of the policy. You must pay any increase in insurance premiums held by us and our Related Parties for the Property

resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

3.8 Changes in Resident Status - Military Residents

If at any time after entering into your residency there is a change of Resident Status such as death of a Resident or change in BAH status, the Resident's eligible dependents are able to apply for an Exception to Policy (ETP) to remain in housing for up to one hundred eighty (180) days. The surviving spouse or guardian may terminate the agreement by giving ten (10) days written notice. If the Resident's military status changes, the Resident is required to immediately notify The Villages at Fort Irwin of any such change in eligibility status. If the Resident does not immediately notify The Villages at Fort Irwin of any change in eligibility status, the Resident is liable for paying the current BAH rate. At the time the Resident notifies The Villages at Fort Irwin of their status change, they would have the option of submitting an Exception to Policy (ETP) to extend their stay in housing.

Military Residents who retire during residency must submit a change of eligibility status, and may be required to transfer to civilian-designated housing or move off-site upon change of status, within 60 days of their effective retirement date.

3.9 Pets

At The Villages at Fort Irwin, we welcome the patter of little paws in your home. Pet deposits are \$250.00 per pet with a two pet maximum. Pet deposits are refundable if there are no pet-related damages to the home at move-out. All pet deposits will be refunded after the 5th day of the following month in which the Resident clears (if applicable), and not before.

Below are a few basic rules for pets at The Villages at Fort Irwin:

- Residents may have up to two (2) domestic household pets.
- The following breeds, and any mix of these breeds, of aggressive or potentially aggressive, dogs are banned from the Installation. Refer to Army Policy – Domestic Animals on Army Installation – Paragraph 5.a (3) and 5.a (4).
 - Pit Bulls American Bull Terrier Chows American or English Staffordshire Terrier Rottweiler Doberman Pinscher Wolf Hybrids Certified Service Animals do not apply
- It is the resident's responsibility to prove the breed with a DNA test by a certified veterinarian, at the resident's expense.
- Residents must have an approved Pet Addendum on file with the Housing Management Office.
- All pets must be registered with the post veterinarian within 10 days of residency with The Villages at Fort Irwin, or within 10 days of arrival of the pet.
- No exotic, wild, or farm animals are allowed. (Example include but not limited to the following)

Sharks	Alligators	Electric Eels	Monkeys	Piranhas	Pufferfish
Snakes	Ferrets	Foxes	Hedgehogs	Raccoons	Rats
Skunks	Squirrels	Owls	Ostriches	Falcons	Pot-bellied pigs
Goats	Sheep	Chickens	Geese		

- Residents are subject to a pet deposit, and will be responsible for all damages incurred during residency.
- Pets must be leashed or under control at all times when outside your home's fenced-in area.
- Residents are required to clean up their pet's waste (in yards and any common area).
- Pets must be provided with adequate food, water and shelter at all times.
- Pets may not be left outside or unattended for longer than 12 hours at a time.
- No pet should be a nuisance to the community in any way.
- Any pet not controlled by their owner, acting aggressively or barking excessively can result in warnings
 or citations issued by the Military Police. Repeated failure to comply can result in loss of privilege to
 keep said pet or eviction.
- Please also refer to Fort Irwin USAG Policy #5.

3.10 Animal Control

Residents may call the MP station for any stray animals on the property. Residents are responsible for any fees charged to The Villages at Fort Irwin from the Society for the Prevention of Cruelty to Animals (SPCA) for animal drop-off or if animals are left within your home when you PCS from Fort Irwin. Once the stray animal has been reported to the MP station, please inform the Housing Management Office of the report as well.

3.11 Automobile / Motorcycle / Other Motor Vehicles

All vehicles parked within the community must be in working condition and have current registration tags. Vehicles in violation of the following guidelines will be towed at the owner's expense. Violations are in accordance with the violation policy in section 2.4. If a vehicle will be disabled for any extended period of time, please contact the Housing Management Office to apply for an Exception to Policy to avoid violation or towing.

- Abandoned vehicles and disabled cars
- Vehicles with expired inspection stickers
- Vehicles with expired license plates
- Vehicles parked in fire lanes or in a manner that obstructs common driveways.
- Vehicles parked in handicap zones, blocking trash receptacles or other vehicles
- Vehicles leaking hazardous materials

Vehicle Washing - Washing of vehicles is allowed in the housing areas, in accordance with the following:

- The washing process must be done with a sponge and bucket
- Hoses should only be used during the rinsing process
- All hoses must be equipped with a nozzle capable of shutting off water flow during other washing activities
- You must ensure your hose has a properly installed gasket inserted at your hose bib to prevent leaking
- No water is to run free from unattended hoses at any time
- Care must be taken to prevent excessive water from running in to the street
- Absolutely no engine cleaning is allowed

Vehicle Maintenance - We apologize for any inconvenience, but due to hazardous substance ordinances, we cannot allow Residents or their guests to work on their vehicles anywhere in The Villages at Fort Irwin. Vehicles may not be repaired on the property (including oil changes). Residents are not allowed to empty vehicle trash, including ashtrays, onto the ground or in parking lots. Fort Irwin provides an Auto Craft Shop at Building 910 for do-it-yourself auto repairs.

Recreational Vehicles - Recreational vehicles (RVs), ATVs, snow mobiles, wave runners, boats and trailers are not allowed on the property for periods exceeding 24 hours; this includes boat trailers, hauling trailers, recreational trailers, motorcycle trailers, utility trailers and pop-up camping trailers. Even if the vehicle moves location, but is still on Villages at Fort Irwin property, it is subject to tow at owner expense. Recreational

vehicles must always be legally parked and not block flow of traffic. These types of vehicles may be parked at Outdoor Recreation Bldg at 4100 Goldstone Road (760-380-3434). If the Outdoor Recreation lot is full, The Villages at Fort Irwin has 2 overflow lots that may be available. Prior approval must be obtained from the Housing Management Office.

3.12 Parking

Parking is permitted only on paved surfaces in designated parking areas. Parking on non-paved areas must be approved in writing by The Villages at Fort Irwin. Due to hazardous substance ordinances and underground utilities, parking on lawns, planted areas, sidewalks, rocks and patios is strictly prohibited. This may result in towing at the owner's expense.

Travel trailers, utility trailers, motor coaches, cargo trailers, camper bodies, camper trailers, commercial vehicles, tractor trailers, boats, personal watercraft, boat/personal watercraft (PWC) trailers, and horse/livestock trailers may not be permanently parked or stored on the street, in garages or carports, 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 twenty four (24) hours without The Villages at Fort Irwin's prior approval. The Villages at Fort Irwin can refer you to recreational vehicle storage lots for recreational vehicles and equipment. Arrangements for storage are to be coordinated with the operators of the vehicle storage lot.

Please note that the housing areas of Crackerjack Flats, Sandy Basin, and Sleepy Hollow have specific parking regulations. Garages should be used as parking for any/all privately owned vehicles (POV) and not solely as storage. All driveways, or available space next to garages are for POVs as well. Parking on the street in front of these houses is considered public parking – it is not reserved for the residents. Resident parking of POVs on the streets and on the rock on Goldstone, to include Barstow Road, is prohibited. Restricted areas for parking are designated by signage and not allowed at any time. Visitors/guests of Residents are allowed to park on the streets, in non-restricted areas, during the hours of 0700-2300.

3.13 Guests / Visitors

Residents are allowed to have non-immediate family and unrelated guests in their homes for up to thirty (30) consecutive days, and no more than 30 days annually. Should you have any guests staying longer than (30) days, you must notify the Housing Management Office immediately and submit an Exception to Policy (ETP). In an effort to support installation security and emergency planning procedures, you are required to inform the Housing Management Office of any guest that you have staying in the home for any amount of time. Please provide the guests' first and last names as well.

3.14 Extended Absence

Residents that will be away from their home for an extended period of time may contact the Fort Irwin Military Police to inquire about their courtesy house watch program. To sign up for house watch, contact the MP Desk Sergeant at building 326 prior to departing. You must arrange for pet care during extended absences. You may not leave your pets unattended for more than 12 hours at a time.

3.15 Key and Essential Personnel

Key and essential military, civilian personnel, and those who are incumbents of designated key and essential positions, are established by the Garrison Commander for Fort Irwin. The designation of key and essential positions will be kept to an absolute minimum to ensure maximum housing equity for all Service members.

3.16 Privacy Policy

In support of privacy laws, no Resident information will be released to third parties (except for authorized Department of Defense personnel acting in an official capacity), unless requested in writing by the Resident, other parties approved by appropriate legal authority, for rental verification/history or credit purposes.

3.17 Violation Process

The Villages at Fort Irwin maintain rules and restrictions in an effort to promote a safe, friendly, quiet, and enjoyable community that we can all be proud to call home. If a Resident violates a policy from The Villages at Fort Irwin Community Guidelines & Policies the following steps will be taken:

- <u>Step 1. Citation</u> Citation is issued and kept in the Resident's file. Resident has 48 hours to correct the violation
- <u>Step 2. Warning Letter</u> If the violation has not been corrected the Resident is issued a Warning Letter. Resident will then have 24 hours to correct the violation
- <u>Step 3. Three Day to Perform Conditions and/or Covenants or Quit</u> If the violation still has not been corrected they will be issued a Three Day Notice to Perform or Quit

Examples of violations include, but are not limited to:

- Failure to maintain residence, yard, parking areas, and surrounding areas
- Excessive noise disturbance
- Unauthorized construction or alteration of home
- Parking violations
- Unauthorized commercial vehicles
- Unauthorized vehicle maintenance
- Excessive or improper utility
- Prohibited conduct
- Trampolines (outside of the fence line)/pools/spas

3.18 Exception to Policy (ETP) / Dispute Resolution Process

If a Resident would like to request an exception to a policy, they must complete an Exception to Policy (ETP) form (this can be found at the Housing Management Office or online at www.villagesatfortirwin.com). No verbal agreements will be honored, as The Villages at Fort Irwin Management wants to ensure that all exceptions to our policies are documented clearly and in writing. The nature of the Exception to Policy will determine who grants/denies the exception.

The Villages at Fort Irwin grants approval for:

- Community Guidelines & Policies exceptions
- Accounting issues
- Facility rentals
- Alterations to homes
- All other exceptions are coordinated with RCI and Garrison Command

Residential Communities Initiative (RCI) coordinates with The Villages at Fort Irwin and the Army Garrison Commander to grant approval for:

- Determining special status i.e. Key and Essential, EFMP, etc.
- Determining priority placement or any variance of an incoming Resident
- Approving the ability to select a home without meeting all criteria as listed in the incoming military policy
- Approving a Service member to live in an area not designated for their rank band
- Denying housing to a Service member for any reason other than violating the Residential Occupancy Agreement

Below are the steps for a Dispute Resolution:

- 1) A Resident has an issue that needs attention from management.
- 2) The first step is to speak with the Leasing Manager or Community Manager

- 3) If needed, the Resident may request a meeting with the Leasing Manager and the Assistant Community Director.
- 4) If the issue is still not resolved, the Resident may ask for a meeting with the Assistant Community Director and the Community Director
- 5) If the issue is not resolved at this point, the Resident may ask for a meeting with the RCI office.
- 6) A final appeal may be made to the Dispute Resolution Board after a formal dispute claim has been filed.
- 7) The Dispute Resolution Board is made up of executive members of the partnership, its decision is final.

Other than listed in Section 3.18, all exceptions to policies are at the discretion of the management company. If you feel that a dispute has resulted in your communication with the property management office or with an RCI representative, you may use the following dispute resolution process. NOTE: Only current Residents can utilize this Resolution process. This process was designed for Residents who feel that the process that is documented in the lease or Resident Responsibility Guide was not followed and you need to solve a dispute. The process will not be used as an attempt to change policy.

3.19 Utility Bills

The Villages at Fort Irwin pays for all reasonable utilities for military Residents. As part of the congressionally mandated utility conservation program for privatized military housing, The Villages at Fort Irwin implemented utility billing for all homes. The utility billing program is intended to encourage conservation and has, indeed, proven to reduce energy consumption in the homes enrolled in the program. All homes are arranged into groupings that are composed of homes that are similar in age, size, construction type and number of levels of the home. You will only be compared to other homes like yours.

As participants in the program, Residents have the ability to receive a credit if they consume less than the established baseline for their grouping and likewise, must pay the difference if they consume energy above the established baseline.

3.20 Energy Conservation

Conservation of natural resources is everyone's responsibility. With minimal effort, Residents can make a big difference in the amount of gas, water and electricity our military communities consume each year. Please make energy conservation a priority in your home by doing the following:

- Maintain the temperature within 68-72 degree Fahrenheit range in the winter months and 76-80 degree Fahrenheit range in the summer months.
- During time of vacancy, raise or lower the thermostat to reduce energy consumption.
- Close all doors and windows when operating heating or air conditioning units.
- Turn off all exterior (outside) lights during daylight hours.
- Turn off all lights in unoccupied rooms.
- Reduce water usage for cleaning sidewalks or driveways
- Use cold water to operate garbage disposals.
- Run full-load dishwashers and washing machines to save energy and water costs.
- Remove excess food from dishes prior to running the dishwasher.
- Avoid using appliances during the peak electrical demand period.

Note: A complete list of energy saving tips can be found on our website www.villagesatfortirwin.com or at the Housing Management Office.

3.21 Home Based Business / Conditions of Occupancy

The Resident will use the premises solely as a residence for all qualified occupants. Private businesses within the home are not permitted without prior written consent from The Villages at Fort Irwin and FMWR. Any Resident determined to be operating a business in their home without proper approval may be deemed in default of the Resident Occupancy Agreement. In accordance with Federal regulations, housing can be used as an authorized Family Child Care (FCC) home. Residents must contact the Fort Irwin Community Child and Youth Services office in order to apply for FCC certification and approval. Residents providing FCC in their homes agree to hold harmless The Villages at Fort Irwin against action arising from the use in the 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. Department of Defense and Army regulations and The Villages at Fort Irwin policy require individuals who provide childcare in their home for more than ten (10) childcare hours per week on a regular basis to become a certified Family Child Care (FCC) provider. Residents interested in operating a home business should consult Fort Irwin USAG Policy #16.

3.22 Prohibited Conduct

In support of state and Installation policies, as well as for the safety of all, prohibited conduct within The Villages at Fort Irwin includes 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, 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 Resident Occupancy Agreement and may result in eviction.

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Fort Irwin Military Police Department and stored in accordance with all applicable regulations. This includes but is not limited to BB guns, paintball 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 The Villages at Fort Irwin 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 loaded weapon during the normal course of their duties. Consult Fort Irwin USAG Policy #3 for guidelines with respect to firearms on post. Violations of federal, state or city laws can and will affect your residency.

3.23 Barbeque Grills / Fire Pits

In accordance with fire safety codes, the use of charcoal and gas-fired grills on decks, balconies, covered parking areas or patios, and under any building overhang, is prohibited. All grills must be used in accordance with all local ordinances. The storage of fuel bottles from gas-fired grills (attached or unattached) inside any structure or on balconies is prohibited. Charcoal grills may be stored in porches, decks, and patios provided the charcoal is completely extinguished. Due to the locally dry environment and severe fire potential, fire pits are allowed only through Exception to Policy with the Housing Management.

3.24 Exterior Holiday Decorations / Lighting

For your safety, outside lighting must be Underwriters Laboratories (UL) approved and factory listed for outside use. For safety and energy conservation reasons, running electric cords through windows and doors or across heating ducts or vent systems is prohibited. All exterior electrical decorations must be Ground Fault Interrupter (GFI) protected and unplugged when Residents are away from the home. Exterior decorations, including lighting, for holidays is authorized, but must be installed no earlier than one month prior to the occasion and must be removed no later than two weeks after the occasion. In support of conservation efforts, exterior lights may be turned on at sundown, but should be turned off by 2200. To protect structural integrity of our homes, 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 decorations and lights. Decorations must be limited to the Resident's yard and cannot be installed in

areas that are considered to be a Common Area (sidewalks, streets, playground, etc.). Should you have questions or would like clarification, please visit the Housing Management Office.

3.25 Noise / Hours

Noise can be a nuisance; we ask that Residents be considerate of their neighbors when entertaining or using televisions or stereos late at night. Quiet hours will be observed between the hours of 2200 and 0600. If your neighbors are a disturbance, please call the Fort Irwin Military Police department. The police report will be used to assist in further discipline. Although a police report is helpful, it is not necessary in determining unreasonable noise levels. Consult Fort Irwin USAG Policy #15 for further guidance.

3.26 Promoting Politicians

All Residents, military or civilian, while residing at The Villages at Fort Irwin, are prohibited from promoting politicians in any advertisement form. While living on federal land, you must abide by the federal rules referencing posting political advertisements. Because The Villages at Fort Irwin is on federal land, it is prohibited to do so.

3.27 Optional Services

Cable, Internet, Satellite and Telephone services are considered optional services, and are the responsibility of the Resident to coordinate installation. Residents are responsible for all charges related to these services including but not limited to removal of satellite dishes. For more information regarding area providers, please refer to the Housing Management Office.

Satellite Dish / Antenna Rules

A Satellite Dish/Antenna Installation Form needs to be acknowledged and signed by the resident prior to installing a satellite dish or antenna on your home. Any deviation from the guidelines will result in disapproval of the installation at no-cost to The Villages at Fort Irwin. The Resident will then be required to remove the satellite dish or antenna and associated hardware at their expense. You can locate the form at the Housing Management Office or on our website at www.villagesatfortirwin.com.

Guidelines:

For overall aesthetics and structural soundness of the homes in all housing communities, all satellite dishes must be mounted to the fascia board located above the pre-wired satellite connection jacks. If the satellite backer board (2X2 pre-cut and pre-drilled to fit over the ends of the rafter tails under the fascia) has not been previously installed it can be found in the roof trusses of the garage. Mounting the satellite dish on the exterior fence is prohibited.

- Satellite dishes are limited to 25" in diameter and 32" when installed on a fence or the designated area in the newer housing areas.
- Penetration of the exterior of the home is prohibited.
- Use of interior cable outlets is authorized.
- Residents may be required to temporarily remove their satellite dish to permit maintenance to access the area.

All costs incidental to the installation of the satellite dish are the responsibility of the Resident. Installation must be conducted by a professional satellite installer that has been approved through The Villages at Fort Irwin and has obtained a Fort Irwin solicitation permit.

3.28 Pools / Hot Tubs / Spas

Personally owned pools are limited to small wading pools, not to exceed 18 inches in depth and 8 feet in diameter. Pools must remain inside a fenced area. Residents must ensure that children utilizing the pools are closely supervised by an adult, and that 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 grassy areas will be

repaired at Resident's expense. Pools must be emptied and properly stored immediately after use and may not remain filled overnight. Hot tubs and spas are not permitted in support of conservation efforts.

3.29 Resident Services and Facilities

The Villages at Fort Irwin may provide various services, equipment, and facilities for Residents use, which may include, but are not limited to pools, Community/Neighborhood Centers, playground equipment, and jogging/bike paths. To support longevity and quality, the use of any service or facility is subject to the rules, regulations, or instructions provided at the facility. The equipment and/or facilities must be used by Residents in a manner that is not offensive or dangerous and is in compliance with policies established by The Villages at Fort Irwin or its representatives. The Villages at Fort Irwin retains the right to deny use or access to any Resident, occupant, or guest who, in Management's opinion, fails to follow instructions or fails to comply with the rules or with any of the requirements. The Villages at Fort Irwin has a zero tolerance policy for vandalism, theft, loud and/or offensive language and behavior, and any actions that threaten the safety, well-being or enjoyment of yourself and others.

For Information on deposits, fees, and how to reserve any of the facilities, please call (760) 386-4663.

3.30 Self-Help Equipment and Supplies

In an effort to encourage pride of ownership, The Villages at Fort Irwin will make equipment for gardening and backyard improvements available to all Residents. The items are lent or provided at no charge. Residents should contact the Self-Help Center to determine the availability of "loaner" tools and supplies. Items and materials are subject to availability and may change with or without notice. A list of available items and prices can also be viewed on our website.

Light bulbs will be working at time of move-in, but replacement bulbs are the resident's responsibility after 60 days from the move-in date. All light bulbs must be working at the time of move-out.

Items purchased from self-help will be billed by the Housing Management office, and applied to your ledger. Payments cannot be accepted at self-help, but can be paid at the Housing Management office.

Self-help is open Thursday through Monday, 8:00am to 5:00pm, closed Tuesday and Wednesday and all federal holidays.

3.31 Skateboards / Scooters

For the safety of both Residents and users, skateboards and scooters are not authorized on roads, streets or designated areas in The Villages at Fort Irwin. Use of these are only authorized on sidewalks in residential areas, in the skate park at Youth Services, or any other designated areas. The use of appropriate safety and protective equipment is required. The Villages at Fort Irwin is not responsible for any damages or injuries that may arise from this activity.

3.32 Smoke Detectors / CO Detectors

Each home is equipped with smoke detectors and carbon monoxide detectors. The Resident certified that these detectors were operational upon move in. Smoke detectors save lives, but only when they work. Residents are responsible for testing these devices on a monthly basis minimum, and replacing batteries as needed to keep the device working properly. If you think your smoke detector or CO Detector is not working properly please contact the Maintenance Department, we will be happy to fix or replace your detector. Your detector may be sensitive to smoke caused by excessive broiling in the kitchen, but the solution is NOT to disable the smoke detector. Instead, just turn the exhaust fan prior to broiling, which should take care of the problem without putting you or your family at risk. Residents may be subject to penalties if the devices are intentionally damaged or removed at any time during residency.

3.33 Smoking

Smoking is not permitted in accordance with local ordinances. Smoking is not permitted in any indoor area, including residences, at any time. If smoke damage is found in the Resident's home they will be charged for costly repairs of smoke discoloration and odor damages, including but not limited to: extensive cleaning; priming and repainting of walls and ceilings; replacing mini blinds, light fixtures and flooring; duct cleaning; cabinet refinishing.

3.34 Soliciting

Neither The Villages at Fort Irwin nor the Installation allows solicitors in residential areas. Management 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 unauthorized solicitors to leave residential community grounds immediately, and notify the Housing Management Office or the Military Police.

3.35 Speed Limit

Residents are required to abide by and adhere to all posted speed limits. Speed limits within The Villages at Fort Irwin are regulated by the Fort Irwin Military Police and are limited to fifteen (15) miles per hour, unless otherwise posted.

3.36 Waterbeds

Waterbeds are permitted upon request for approval. Waterbeds are limited to the first floor of the home only and waterbed insurance must be provided to cover any costs related to water damages from burst beds.

3.37 Yard / Garage Sales

Residents may hold yard/garage sales in the housing area subject to the following conditions:

- Sales transpire during daylight hours only;
- Sales are approved for one (1) day;
- Sales are not to be used for commercial enterprise gain;
- No illegal or unsafe items may be sold;
- Signs may be displayed on the day of the sale;
- Items and signs must be removed when the sale is over;
- The Villages at Fort Irwin is not liable for any misconduct, negligence or other offenses as a result of a yard/garage sale;
- Resident is responsible for any damage that may result from a garage/yard sale;
- Residents are limited to one yard/garage sale every six (6) months. (This does not include the annual Fort Irwin Post-Wide garage sale)

4. Care Of Homes

When privatization occurred for family housing at Fort Irwin, a commitment was made to the Army to manage and maintain the homes for 50 years. Day to day maintenance and care is required to extend the life of every home, and Michaels Management Services is committed to providing our service members and their families with excellent service, quality homes and a place they can be proud to come home to. The Residential Occupancy Agreement holds the Resident responsible for daily housekeeping in and around the house, reporting maintenance issues in a timely manner, and overall care for the home. **Residents may be charged for any items requiring repair or replacement due to Resident mistreatment, misuse, or negligence.**

4.1 Rubbish / Refuse / Recycling

Trash and recycling containers are to be placed at the curb by 7:00am on your scheduled pick-up day. Do not place your container on the street the evening prior to your pickup, as this attracts coyotes and seasonal winds may blow the container over. Trash receptacles must be taken off the street as soon as possible after dumping, but no later than 2100 that same day. Containers should be kept in the rear of the home, in your garage or in a

designated area, if one exists. Vacating residents can schedule one special bulk trash pickup the week of move out at 760-386-2460. Your trash and recycling bins must be empty and clean at the time you vacate. Major furniture, mattresses, box springs, televisions, big equipment of any kind, and computers all require an appointment for pick-up. If you miss the bulk truck, you will be required to remove items from curbside and return them to your garage or backyard until another appointment can be scheduled. If your trash exceeds the capacity of the container, you must hold the excess for the following week. Trash or recyclable overflow should not be placed curbside, it will not be picked up. Place cans at least seven feet from potential obstacles including other cans, cars and driveways with the wheels against the curb. Trash shall be placed inside trash bags, not loose in the container. For sanitary health reasons, the Resident is responsible for keeping their containers clean. All boxes must be broken down and flattened. Items such as packing paper (recyclable), Styrofoam (non-recyclable) and other contents must be bagged.

If containers become unserviceable through fair wear and tear they will be replaced. You are responsible for the control of your container and the expense of replacing them if they are stolen or missing for any reason. The cost to replace a container is \$65.00 through the contractor, and prices are subject to change without advance notice.

Hazardous materials, green waste, and bulk items are not to be included in your regular trash or recycling. If you have yard waste this can be placed in a sealed plastic bag labeled "Yard Waste" and placed curbside.

4.2 Landscaping

We have provided to our Residents, standard landscaping which includes mowing, edging, fertilization, pruning, and weed prevention. This includes common areas, front yards and unfenced side yards.

Residents are responsible for maintaining the back and fenced yards, which includes mowing, edging, and weed prevention. The grass must be kept below three inches at all times. If landscaping needs arise for the back and fenced yards, you will be responsible for any cost incurred by obtaining professional landscaping services. Note: Please refer to section 4.1 regarding yard waste.

The landscaping contractor will be in each neighborhood once a week. Please ensure your lawn is clear of all items that would interfere with mowing. This would include hoses, lawn furniture, toys, and anything else that may interfere with the mowing schedule. Residents are responsible for picking up trash or debris from the following areas:

- The front of your home to the street
- The side of your homes, either ½ the distance to the home next to you, or to the first natural barrier (i.e. the street, or a drainage ditch, etc.)
- The back of your home, to include an area 10 feet from your fence.

The Villages at Fort Irwin is responsible for the irrigation systems in our housing and common areas. If a sprinkler appears to be broken or is spraying a building, home, or street, you may place a work order by calling (760) 386-2460.

4.3 Pest Control

An approved pest control company treats the community on a regular basis. It is the responsibility of the Resident to cooperate with The Villages at Fort Irwin's pest control program. This includes, but is not limited to, the Resident maintaining the home in a clean and sanitary condition at all times, emptying and cleaning cabinets, drawers, closets, pulling furniture away from walls, and allowing exterminators to enter and treat the home. The Resident shall immediately notify The Villages at Fort Irwin of the presence of pests in the home or common areas. Residential pest control will be undertaken only on an "as-needed" basis. Please contact the work order desk to schedule an appointment.

4.4 Maintenance and Repair / Caring For Your Appliances

All maintenance requests can be made by phone, in person, or online. We request that emergency/urgent requests NOT be placed online. Our Maintenance Help Line is (760) 386-2460. Should special parts or outside services be required, we'll take care of those arrangements and complete your request as quickly as possible. All repairs needed within your home must be reported promptly. The Villages at Fort Irwin agree to keep common areas clean, to provide pest control services as needed, to maintain appliances, and to make all reasonable repairs. Repairs are subject to the covenants undertaken by the Resident. Repairs not reported in a timely manner can be considered damages and may be made at the Resident's expense. Damages caused by the Resident, occupants or guests of the premises, will be repaired at the Resident's expense.

At the time a work order is completed our maintenance technician will leave a "Rate Your Maintenance" card with you to evaluate his/her performance. We request you fill this out and submit it back to the maintenance office or Housing Management Office. If for any reason you are not satisfied with the work completed at your home, please call the maintenance office to inform us. You will also receive a call to ensure that your maintenance service was timely, complete, and professional. Your feedback and participation is appreciated.

Caring for your Appliances and Plumbing Refrigerator

Clean the interior and exterior of your refrigerator with a mild solution of baking soda and warm water. Please don't use abrasive cleansers, gritty soaps or heavy duty cleaning agents - they do more damage than good. Vacuum under and around the refrigerator, to include the coils on the back, to help the efficiency of your refrigerator.

Range/Oven

If your oven is not self-cleaning, you can clean its interior with an off-the-shelf 'spray on' or 'wipe on' cleaning product. Please take precautions to follow the product directions carefully, though.

The range should be cleaned after every use to prevent stubborn build-up that may be more difficult to clean, and could contribute to fires. Use a soft scrub product to clean the stovetop and oven exterior. Use warm soapy water to periodically clean rings, drip pans, pan supports and oven racks. When oven spills occur, let the oven cool and wipe with a damp cloth.

Dishwasher

- To prevent the drain from clogging, rinse dishes before loading.
- Load dishwasher-safe plastic and wooden items in the top rack.
- To prevent spotting, set the dial on short wash and use a detergent that specifies "sheeting action".
- Some dishwashers come equipped with a rinsing dispenser. It is located on the inside of the dishwasher door. One application usually lasts about three months.
- Carefully load dishes to not interfere with the action of the rinsing arm.
- It's not a good idea to place fragile glassware in the dishwasher; the jet action may cause it to break.

Disposal

- Run cold water before and during disposal operation.
- To deodorize, run cold water and insert orange or lemon peels.
- Please do not use drain-cleaning chemicals. They are very rough on the pipes and the environment.
- Please do not dispose of bones, celery, onion peels, cornhusks, corn silks, watermelon seeds, artichoke leaves, cooking oil, rice, potato skins, pasta, metal, glass, cloth or fish tank rocks, as it will cause damage to the blades. Also, take care not to drop silverware into the disposal.
- If the disposal will not operate when the switch is in the 'on' position, turn the disposal off, locate and depress the red 'reset' button on the underside of the disposal unit under the sink, then turn the unit back on. If the disposal still does not operate, contact the maintenance office.
- Never put your hand into the disposal to retrieve items unless it's unplugged from the power source.

Service Request Priorities:

Routine - Response time within 72 hours.

Urgent - Response time within 4 hours, or within 8 hours outside of normal office hours. Emergency - Response time within 1 hour. (Example: locked out of house, etc.)

FOR ALL LIFE-THREATENING EMERGENCIES, CALL 9-1-1

4.5 Routine Service Requests

Routine service requests include work that is not "emergency" or "urgent". Residents are encouraged to contact the maintenance office or Housing Management Office if there are any questions concerning any maintenance issues during normal business hours.

Preventative Maintenance Service Orders are required at least once per year. A notice will be posted on the resident's door informing them of the Preventative Maintenance visit, and the resident need not be present for the work to be performed.

4.6 Urgent Service Requests

The Villages at Fort Irwin provide 24-hour urgent maintenance service. Conditions that could become an emergency are classified as "urgent". Urgent requests will be responded to within four (4) hours of the request during normal business hours and within eight (8) hours outside of normal business hours. PLEASE NOTE, The Villages at Fort Irwin will enter the residence to perform urgent service request repairs. The resident need not be present.

Examples of an Urgent Service Requests include range/oven failures that prevent the Resident from cooking, refrigerator failure that could result in food spoilage, loss of heating, inoperable toilet, broken window, jammed or otherwise inoperable garage door, inoperable door locks, light fixtures, sewage back-up, switches, or receptacles not working, etc.

4.7 Emergencies

Conditions that may constitute an immediate threat to life, mission, security or property are classified as an "Emergency", and must be addressed with the appropriate emergency service entity by calling 9-1-1. Examples of emergencies include, but are not limited to, lock-out, fire, natural gas leak, and flooding. PLEASE NOTE, The Villages at Fort Irwin will enter the residence to perform emergency service request repairs. The resident need not be present.

A maintenance technician will respond to a lock-out call at no charge. If this becomes habitual for a resident, a \$37.50 fee may be charged for lock-out responses.

Entry

Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one-week time period when we will enter to make repairs.

Vonage (VOIP) & Cell Phones- Please note that Vonage systems and cell phones will not directly connect to a 911 dispatcher. If you have a landline and need to report an emergency, please use the landline. If you are unable to use the landline then call the Fort Irwin Military Police at (760) 380-4444 / 3474 / 3475 / 4400 / 4403.

4.8 Exterior Condition / Appearance

It is the goal of The Villages at Fort Irwin to maintain a clean and consistent exterior appearance of each home. The Housing Management Office is responsible for all communities and to notify Residents if their home does not meet the exterior appearance goals of The Villages at Fort Irwin. The management wants to ensure that the housing areas do not take on a "junk yard" appearance. Oil spills or leaks in driveways may result in a citation if not cleaned properly. Please understand that each Resident may receive notices on different days based on the timing of the community walks. It is also important to note that cleanliness and clutter is subjective and is at the discretion of the Housing Management Office. Residents are responsible for maintaining the overall exterior appearance of the home, including, but not limited to, the following:

- **Driveways and Sidewalks** Driveways and sidewalks must be free of oil stain marks and writing.
- Occupant-Installed Items Items including, but not limited to, fences, swings, trampolines, sandboxes, playhouses, satellite dish antennas, and similar items must be approved in writing by The Villages at Fort Irwin prior to installation. Attachment of items to exterior surfaces of the home is prohibited without prior written consent from The Villages at Fort Irwin. Costs associated with these items are the responsibility of the Resident.
- **Play Equipment** Jungle gyms, slides, and other play equipment must be placed behind the home in a fenced yard so as not to be visible from the front of the home.
- Trees and Utility Poles Do not use them for dog runs, signs, hammocks, basketball, goals, or similar items.
- **Toys, Lawn Equipment, etc.** All toys, lawn equipment and similar items must be stored in appropriate storage areas when not in use.
- Extension Cords The use of any extension cords, which must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards.
- **Exterior Painting** Exterior painting of the home is not authorized.
- **Carports** Carports are to be used for vehicles and motorcycles only.
- **Storage Sheds** Storage sheds must be approved in writing by The Villages at Fort Irwin prior to installation
- Tents Erection of tents for a period of 72 hours is authorized only for the temporary use for play
 purposes and camping in backyards. Running electric extension cords from the house to the tent for the
 purpose of providing electrical power is strictly prohibited.
- Trampolines –Trampolines must be within a fenced yard in the rear of the home, must be placed only
 on a flat surface, and cannot be located where there will be an adverse visual impact from the street or
 from neighbors' homes. Trampolines must be properly secured to prevent damage if they become
 airborne due to winds. Unauthorized trampolines are considered a violation of the lease agreement and
 may result in legal notice if cited. Residents are encouraged to secure additional liability insurance to
 cover any injuries or damages that may occur as a result of trampoline.

4.9 Alterations

Residents are not permitted to make any alterations or additions to the residences or grounds without prior written approval from The Villages at Fort Irwin.

Permanent alterations to the home and grounds are not authorized. All requests for temporary alterations, as well as painting, or attaching or removing fixtures or appliances, must be submitted in writing to The Villages at Fort Irwin, using an Exception to Policy form. All work performed by The Villages at Fort Irwin to accommodate any alteration is subject to charges for labor and/or parts required.

Prior to vacating the home, all alterations must be removed and the residence returned to its original condition at the expense of the resident, unless otherwise specified on the approved Exception to Policy.

4.10 Plumbing

The equipment and fixtures 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, feminine care products, ashes, or other obstructive substances shall be disposed of therein. Residents should not place metal, string, grease, coffee grounds, nutshells, pasta, rice, glass, olive or fruit pits, potato peels, corncobs, paper, wire, bones, or non-food in the kitchen sink garbage disposal. Residents will be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse The Villages at Fort Irwin for any necessary expenses incurred in the repair or replacement of such equipment. We ask that you ensure access to plumbing be unobstructed at all times.

4.11 Fire Prevention

All fires must be immediately reported to the Fire Department (call 911), regardless of the size or nature of the fire, including those extinguished without Fire Department assistance. Additionally, The Villages at Fort Irwin must be notified by telephone at (760) 386-4663 as soon as possible. Please note that not all houses have fire extinguishers provided by Michaels Management Services.

4.12 Ingress and Egress

Entrances, hallways, sidewalks, lawns, and other common areas shall not be obstructed. If it is necessary to temporarily block ingress or egress areas, Residents must obtain written permission from The Villages at Fort Irwin a minimum of 48 hours in advance.

4.13 Security Devices

An Exception to Policy (ETP) must first be approved by Management if a Resident would like to install additional security devices*. Upon approval, The Villages at Fort Irwin must be given keys, codes, and other applicable information regarding the operation of the device immediately upon installation. Any and all security devices installed by the Resident must comply with all applicable federal, state, municipal or other governmental agencies, law, code, regulation, ordinance or statute. The Resident agrees to hold harmless The Villages at Fort Irwin from any actions arising from the use or malfunction of any security device installed by the Resident.

Changing of locks is only permitted through The Villages at Fort Irwin. If a resident needs additional keys, they must be obtained through The Villages at Fort Irwin. For security reasons, the copying of keys by an outside source is prohibited, and the resident may be subject to re-keying or lock change-out fees at move-out if this occurs.

*Note: Police and Fire Department personnel do not respond to alarms from privately-installed security devices.

4.14 Household Hazardous Waste

Household products that contain corrosive, toxic, ignitable, or reactive ingredients are considered to be "household hazardous waste" or "HHW". Products such as paints, cleaners, oils, batteries, propane tanks and pesticides that contain potentially hazardous ingredients require special care when you dispose of them. Improper disposal of household hazardous wastes can include pouring them down the drain, on the ground, into storm sewers, or in some cases putting them out with the trash. The dangers of such disposal methods might not be immediately obvious, but improper disposal of these wastes can pollute the environment and pose a threat to human health.

Please dispose of leftover household products by taking them to the Hazmat Building 934 on Fort Irwin.

4.15 List of Common HHW Products

This list is provided as a guide only, and should not be considered all-inclusive. For more information regarding hazardous waste, please contact your local waste management office at (760) 386-1573.

Cleaning Products

Oven cleaners Drain cleaners Wood/metal cleaners/polishes Toilet cleaners Tub, tile, shower cleaners Bleach (laundry) Pool chemicals

Automotive Products

Motor oil Fuel additives Carburetor and fuel injection cleaners Air conditioning refrigerants Starter fluids Automotive batteries Transmission and brake fluid Antifreeze

Lawn & Garden Products

Herbicides Insecticides Fungicides Wood preservatives

Indoor Pesticides

Ant sprays and baits Cockroach sprays and baits Flea repellents and shampoos Bug Sprays Houseplant insecticides Moth repellents Mouse/rat poisons and baits

Workshop / Painting Supplies

Adhesives and glues Furniture strippers Oil or enamel based paint Stains and finishes Paint thinners and turpentine Paint strippers and removers Photographic chemicals Fixatives and other solvents

<u>Miscellaneous</u>

Batteries Mercury thermostats or thermometers Fluorescent light bulbs Driveway sealer

ADDENDUM 1: Mold / Mildew

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the house clean, and take other measures to retard and prevent mold and mildew from accumulating in the house. Resident agrees to clean and dust the house on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the house. Resident also agrees to immediately report to the maintenance office or Housing Management Office: (i) any evidence of a water leak or excessive moisture in the house as well as in any storage room, garage or other common area; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows.

ADDENDUM 2: Asbestos

State and federal laws require notification to Residents of occupants of buildings containing materials that have been identified as health hazards. In an effort to provide high quality management services, a recent evaluation has determined that asbestos-containing materials have been found in housing built before 1981. According to a survey, the areas containing asbestos are generally in good condition and do not indicate any immediate need for asbestos removal. However, asbestos is known to be a cancer and lung hazard. The areas that have been determined to contain asbestos are the sprayed-on acoustical ceiling (resembling cottage cheese) and the wallboard joints. Some linoleum flooring may also contain asbestos material.

Below are tips on what not to do if asbestos is found to be present in your home. Please adhere to the following:

- Do not drill holes in walls, ceiling or floors.
- Do not hang plants or other objects from the ceiling.
- Do not sand or remove the linoleum floor.
- Do not use an ordinary vacuum to clean up asbestos-containing debris.
- Notify Management immediately if you notice any debris you suspect may contain asbestos.

ADDENDUM 3: Lead Based Paint

In March of 1996, the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) published a final rule, "Lead; Requirements for the Disclosure of known Lead Based Paint and/or Lead Based Paint Hazards in Housing," (61 FR 9064-9088). This ruling requires persons selling or leasing most residential housing built before 1978, to provide purchasers and renters with a federally approved lead hazard information pamphlet- EPA Pamphlet, "Protect Your Family From Lead In Your Home" and to disclose lead-based paint and/or lead based hazards.

ADDENDUM 4: Smoke Detector / Carbon Monoxide Detector

You acknowledge receipt of all Smoke/CO detectors in good working condition. It is your responsibility to test and maintain the detector(s) within your home and to notify Management of any deficiencies. You have been provided with written information regarding testing and maintenance of smoke and carbon monoxide detectors.

ADDENDUM 5: Proposition 65

In November 1986, California voters overwhelmingly approved an initiative to address growing concerns about exposures to toxic chemicals. That initiative became The Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name, Proposition 65.

Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm. Under Prop 65 businesses are required to provide a "clear and reasonable" warning of possible exposure to these known chemicals.

Many of the chemicals in cigarette smoke are named on the Governors list. We are required to notify anyone who is entering an area that could possibly contain chemicals from second hand smoke of the potential hazard, as minimal as it may be.

ADDENDUM 6: Compact Fluorescent Safety Specifications

Frequently Asked Questions (Information on Compact Fluorescent Light Bulbs (CFLs) & Mercury, Feb 2008)

Why should people use CFLs?

Switching from traditional light bulbs to CFLs is an effective, accessible change every American can make right now to reduce energy use at home and prevent greenhouse gas emissions that contribute to global climate change. Lighting accounts for close to 20 percent of the average home's electric bill. ENERGY STAR qualified CFLs use up to 75 percent less energy than incandescent light bulbs, last up to 10 times longer, cost little up front, and provide a quick return on investment.

If every home in America replaced just one incandescent light bulb with an ENERGY STAR qualified CFL, in one year it would save enough energy to light more than 3 million homes and prevent greenhouse gas emissions equivalent to those of more than 800,000 cars.

Do CFLs contain mercury?

CFLs contain a very small amount of mercury sealed within the glass tubing – an average of 5 milligrams – about the amount that would cover the tip of a ballpoint pen. By comparison, older thermometers contain about 500 milligrams of mercury. It would take 100 CFLs to equal that amount.

Mercury currently is an essential component of CFLs and is what allows the bulb to be an efficient light source. No mercury is released when the bulbs are intact or in use. Many manufacturers have taken significant steps to reduce mercury used in their fluorescent lighting products. In fact, the average amount of mercury in a CFL is anticipated to drop by the end of 2007 thanks to technology advances and a commitment from members of the National Electrical Manufacturers Association.

What precautions should I take when using CFLs in my home?

CFLs are made of glass and can break if dropped or roughly handled. Be careful when removing the bulb from its packaging, installing it, or replacing it. Always screw and unscrew the lamp by its base (not the glass), and never forcefully twist the CFL into a light socket. If a CFL breaks in your home, follow the clean-up recommendations below. Used CFLs should be disposed of properly (see below).

What should I do with a CFL when it burns out?

EPA recommends that consumers take advantage of available local recycling options for compact fluorescent light bulbs. EPA is working with CFL manufacturers and major U.S. retailers to expand recycling and disposal options. Consumers can contact their local municipal solid waste agency directly, or go to

www.epa.gov/bulbrecycling or www.earth911.org to identify local recycling options.

If your state permits you to put used or broken CFLs in the garbage, seal the bulb in two plastic bags and put it into the outside trash, or other protected outside location, for the next normal trash collection. CFLs should not be disposed of in an incinerator.

ENERGY STAR qualified CFLs have a warranty. If the bulb has failed within the warranty period, look at the CFL base to find the manufacturer's name. Visit the manufacturer's web site to find the customer service contact information to inquire about a refund or replacement.

How should I clean up a broken fluorescent bulb?

EPA recommends the following clean-up and disposal guidelines:

Before Clean-up: Vent the Room

- 1) Open a window and leave the room for 15 minutes or more.
- 2) Shut off the central forced-air heating/air conditioning system, if you have one.

Clean-Up Steps for Hard Surfaces:

- 1) Carefully scoop up glass fragments and powder using stiff paper or cardboard and place them in a glass jar with metal lid (such as a canning jar) or in a sealed plastic bag.
- 2) Use sticky tape, such as duct tape, to pick up any remaining small glass fragments and powder.
- 3) Wipe the area clean with damp paper towels or disposable wet wipes and place them in the glass jar or plastic bag.
- 4) Do not use a vacuum or broom to clean up the broken bulb on hard surfaces.

Clean-up Steps for Carpeting or Rug:

- 1) Carefully pick up glass fragments and place them in a glass jar with metal lid (such as a canning jar) or in a sealed plastic bag.
- 2) Use sticky tape, such as duct tape, to pick up any remaining small glass fragments and powder.
- 3) If vacuuming is needed after all visible materials are removed, vacuum the area where the bulb was broken.
- 4) Remove the vacuum bag (or empty and wipe the canister), and put the bag or vacuum debris in a sealed plastic bag.

Disposal of Clean-up Materials:

- 1) Immediately place all cleanup materials outside the building in a trash container or outdoor protected area for the next normal trash.
- 2) Wash your hands after disposing of the jars or plastic bags containing clean-up materials.
- 3) Check with your local or state government about disposal requirements in your specific area. Some states prohibit such trash disposal and require that broken and unbroken lamps be taken to a local recycling center.

Future Cleaning of Carpeting or Rug: Vent the Room During and After Vacuuming:

- 1) For at least the next few times you vacuum, shut off the central forced-air heating/air conditioning system and open a window prior to vacuuming.
- 2) Keep the central heating/air conditioning system shut off and the window open for at least 15 minutes after vacuuming is completed.

What is mercury?

Mercury is an element (Hg on the periodic table) found naturally in the environment. Mercury emissions in the air can come from both natural and man-made sources. Coal-fired power plants are the largest man-made source because mercury that naturally exists in coal is released into the air when coal is burned to make electricity. Coal-fired power generation accounts for roughly 40 percent of the mercury emissions in the U.S. EPA is implementing policies to reduce airborne mercury emissions. Under regulations EPA issued in 2005, mercury emissions from coal-fired power plants will drop by nearly 70 percent by 2018.

The use of CFLs reduces power demand, which helps reduce mercury emissions from power plants. For more information on all sources of mercury, visit <u>http://www.epa.gov/mercury</u> For more information about compact fluorescent bulbs, visit <u>http://www.energystar.gov/cfls</u>

EPA is continually reviewing its clean-up and disposal recommendations for CFLs to ensure that the Agency presents the most up-to-date information.

Resident Move-Out Cleaning Options

As a valued member of our community, we want to make sure your move out experience is as stress free as possible. For your convenience, we have provided you with three options below to choose from for the cleaning of your home when you are ready to vacate.

OPTION ONE: Self Clean

The self-clean option provides the resident the choice to clean the home themselves. The cleanliness of the home must meet the standards set forth in the Estimate Cleaning Cost List / Self Cleaning Guidelines. If the resident does not pass one or some of the requirements, he or she will be charged according to the cleaning cost list. All charges are due at move out. Carpets must be clean and must pass a visual and physical inspection. Trash cans must be clean, and no bulk left at curb.

DIY Cleaning Workshops

The do-it-yourself cleaning workshops are held quarterly. Contact The Villages at Fort Irwin Maintenance Office at 760-386-2460 to inquire about the date of the next workshop.

Self Clean instructional Videos

These YouTube videos illustrate what our inspectors are looking for at the final inspection. https://www.villagesatfortirwin.com/residents

OPTION TWO: Contract your Own Vendor

You may choose to contract your own vendor to clean your home to meet the cleaning guidelines. Please understand that the contract is between you and the vendor, and it is not The Villages at Fort Irwin's responsibility to oversee the contract. If you do not pass any part of the inspection, it will be your responsibility to coordinate with your vendor directly. Unfortunately, we cannot guarantee the work of any vendor. We can provide a list of vendors if requested. Please understand that by providing you the information we are in no way guaranteeing or endorsing their services. Also, if for any reason you do not pass the inspection and it extends into the following day, you will be responsible for the next day's rent. Carpets must be clean and must pass a visual and physical inspection. Trash cans must be clean, and no bulk left at curb.

OPTION THREE: Pay and Go

The pay and go option allows you to pay a flat rate for the cleaning guidelines to be fulfilled (including carpet cleaning) and walk away with minimal cleaning from you. The following is required for minimal cleaning:

- · Remove all personal belongings
- · Sweep all floors
- · No bulk left on curb (760-386-9440)
- · Vacuum carpets

- · Empty trash cans
- · Surface wipe all counters & appliances
- · Mow yard and free of weeds, feces, debris
- · Remove all trash/debris (inside/outside)

Do-It-Yourself Cleaning Guide

This guide is to provide assistance to residents opting to clean a home themselves. For any questions or clarifications call the Housing Office at 760-386-4663.

Kitchen and Dining Room

<u>Sinks and Countertops</u>: Clean and free of all rust, dirt, grease, soap, residue, watermarks, mineral deposits and removable stains. *Tip: Wipe all chrome faucets, fittings, and trim ensuring removal of mineral deposits and water marks.*

<u>Dishwasher</u>: Inside of dishwasher to include racks clean and free of dirt, grease, lint, soap residue, mineral deposits, water, melted plastic, and rust. Front exterior of unit wiped clean of grease, mineral deposit, soap residue, and streak free.

<u>Stove/Range</u>: All interior and exterior surfaces of oven, backsplash behind oven, stove top, underneath/inside of stove top, stove burners, over racks, backsplash behind oven, and broker rack cleaned free of all grease, food debris/particles, and smudges. Burned on grease must be removed from range and parts. Area behind and around stove should be cleaned free of grease, linty, dust, and food particles. *Note: Only pull stove forward as far as the gas line will allow. Do not force or disconnect the gas line*.

<u>Range exhaust hoods</u>: Range hood fixture to include exterior, hood well, and filter should be clean and free of grease, streaks, lint, and smudges.

<u>*Refrigerators:*</u> Inside and outside of the refrigerator, to include drawers, shelves, and racks inside of refrigerator and freezer should be wiped clean and free of dirt, dust, grease, food, particles, and bottle marks. Door gaskets and the area around door gaskets must be cleaned. Back of refrigerator including coils and water hookups on wall behind fridge wiped clean of dust, dirt, or grease.

<u>All cabinets and drawers</u>: All interior surfaces of the kitchen cabinets and shelves wiped clean and free of grease, smudges, and food particles. All contact paper and sticky backing must be removed. Exterior surfaces, including knobs and handles will be cleaned and free of grease, smudges, and food particles. *Tip: Don't forget the corner areas where dirt and food particles collect*.

<u>Garbage disposal</u>: Interior of the unit should be free and clean of any foreign materials. Housing of unit should be free of dirt, dust, and grease.

Microwave: Interior and exterior must be streak clean and free of grease and food particles.

<u>Light Fixtures</u>: All light fixtures and covers, including incandescent bulbs cleaned, free of dust, dirt, lint, film and streak free. Glass elements should be washed and free of all dirt, dust, film and watermarks. Ceilings fan blades, fixtures, and covers dusted.

Bathrooms

Mirrors: Wiped free from stains, splatter marks, and steak free.

<u>Medicine cabinets and shelves</u>: Medicine cabinet surfaces, and shelves. Should be clean with warm water and any liquid detergent. Wiped free from stains, splatter marks, and streak free.

<u>Tubs, showers, sinks and faucets</u>: Should be cleaned with warm water and any liquid detergent. All dirt, smudges, soap residue, mildew, streaks, and removable stains must be cleaned. For stubborn stains use non – abrasive powder or liquid cleansers. *Tip: Wipe all chrome faucets, fittings, and trim ensuring removal of mineral deposits and water marks.*

<u>Toilet</u>: Bowl interior scrubbed/brushed getting under the rim down to the trap. Exterior wiped streak free with sanitizer ensuring no stains or residue remains. Base of toilet connectors, seat and lid connectors cleaned with sanitizing agent and free of any residue or buildup. *Tip: Use a pumice stone inside toilet to remove rust and hard water stains*.

<u>Counter tops and backsplashes</u>: Should be washed clean and free of all soap residue, dirt, grease, food particles, hair, makeup, lotions, and removable stains.

Living Areas

<u>All Walls and Ceilings</u>: Wiped and clean of all marks, smudges, streaks, stains, grease, food particles and dirt. <u>Baseboards</u>: All baseboards throughout the home wiped clean and free of dirt, smudges, dust, tape and lint. <u>All doors</u>: Wiped and free of tape, smudges, scuffmarks, food particles and grease. Guide rails for sliding doors should be free of dirt and lint.

<u>Closet shelves and closet poles</u>: Should be cleaned and free of dirt, dust, lint, smudges, and removable marks. <u>Stairwell railings</u>: Wiped free of all dirt, grease and dust to include accumulations on the underside of the handrail.

Flooring

<u>All Hard Surface Flooring</u>: (Vinyl, Laminate, Metro, Tile) swept and mopped. Floor must be free of dirt, grease, soap, rust, streaks, and removable stains. *Tip: Don't forget the dirt and lint in corners near baseboards*. <u>Carpets</u>: Thoroughly vacuumed and steam within 48 hours of your final inspection. Must pass a visible and physical inspection.

Windows, Screens, and Blinds

<u>Windows/screens</u>: All window interiors and those readily accessible from the ground or which can be cleaned in a safe manner should be free of dirt, film, streaks and water marks. All interior window frames and window sills will be free of dirt, dust, lint and window cleaner accumulations. Clean inside and outside surfaces, all windows and window frames so that they are free of spots, streaks and films. *Screens must be removed on the lower level of home and cleaned free of dirt and put back on the window*.

Blinds: All binds, blind wands, blind knobs, and blind track covers wiped free of dust, dirt, and smudges.

Air Registers/Vents

Air Registers/Vents: All vents including return air intakes cleaned free of dust, dirt, sediments, and stains.

Porch / Patio

<u>Porch/Patio</u>: Support posts cleaned free of all marks. Railing and underside of handrail cleaned free of excess dust/dirt. Exterior door should be wiped down and spider webs and mud in the corners, ceilings and on the walls need to be removed.

Laundry Rooms

Laundry Room: All dust and lint needs to be removed from the walls, vents, shelves and floors. Hose/drainage housing needs to be wiped free of dust/dirt.

Garage and Storage Areas

<u>Garage</u>: Support posts will be free of mud and marks of all types. Spider webs in the corners, ceilings and on the walls need to be removed. Painted garage doors should be cleaned. Shelves should be cleaned. Light covers should be cleaned. All free of dirt, dust, lint, bugs, streaks and smudges.

<u>Garage floors/Concrete</u>: Broom swept and free of all dirt, lint, oil, and rust. Pressure washer must be used if there is oil or paint. The balcony must also be cleaned, and use a pressure washer if needed.

Garbage Cans:

<u>Refuse and recycle containers</u>: Should be clean with soap and water. All crusted-on material should be removed. Garbage cans should be serviceable. After cleaning they should be placed in the garage right side up for inspections.

*There may be additional cleaning requirements which will be explained by the move-out inspector.