



**RESIDENT GUIDELINES  
AND  
COMMUNITY HANDBOOK**

[www.ftleavenworthfamilyhousing.com](http://www.ftleavenworthfamilyhousing.com)  
**FORT LEAVENWORTH ON-POST HOUSING**

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Dear Resident,

Welcome to Fort Leavenworth Frontier Heritage Communities!

Because we know you have options when relocating, we are thankful and excited that you chose to live here on Fort Leavenworth – the Best Hometown in the Army! Our Frontier Heritage Communities Team is here to do everything possible to ease the stress of moving and help you enjoy your new home to the fullest.

This Resident Guidelines and Community Handbook introduces our Residents to the rules and regulations of living on Fort Leavenworth. Inside you will find detailed explanations of housing services, policies and procedures. To ensure safe and peaceful neighborhoods, we ask that all Residents observe the rules and regulations enforced by our Frontier Heritage Communities Team.

We pledge to provide you with excellent customer service and will strive to do our best to exceed your expectations. Please do not hesitate to reach out to our Frontier Heritage Communities Team if there is anything we can do to make your time at Fort Leavenworth more enjoyable.

Sincerely,

The Frontier Heritage Communities Team

## Management Office Contact Information:

- Community Management Office: 913.682.6300 or [fhc@tmo.com](mailto:fhc@tmo.com)
- Maintenance Requests (24-Hours): 913.651.383
- Normal business hours non-emergency: [fhcmaint@tmo.com](mailto:fhcmaint@tmo.com)
- Any Time non-emergency:  
[frontierheritagecommunities.activebuilding.com](http://frontierheritagecommunities.activebuilding.com)
- **\*After hours emergencies: 913.651.3838/866.447.3434\***
- Website: [www.ftleavenworthfamilyhousing.com](http://www.ftleavenworthfamilyhousing.com)
- Facebook: [www.facebook.com/frontierheritage.communities](http://www.facebook.com/frontierheritage.communities)

## Frequently Called Numbers

### **Fort Leavenworth**

Ambulance, Fire and Emergency Police: 911

Animal Control: 913-684-5555

Army Community Service: 913-684-2800

Army, MWR: 913-684-1666

Child Development Services: 913-685-5135

Dental Clinic: 913-684-5516

Munson Army Health Center:

- Emergency 911
- Appointments 913-684-6000
- Poison Control 1-800-222-1222

Finance: 913-684-5710

Fire Dept Non-emergency: 913-684-4172

### **Community/ Emergency #'s:**

St. John Hospital 913-680-6000 706-864-6136

Leavenworth County Sheriff's Office 913-682-5724

Leavenworth County Animal Control 913-682-0268

Leavenworth County Park & Rec. 913-651-2203

Leavenworth County & Local Government

MP Non-emergency: 913-684-2111/3456  
Post Exchange: 913-651-7271  
Red Cross: 913-684-5251  
Staff Chaplain: 913-684-4021  
Staff Judge Advocate Claims: 913-684-3564  
Transportation: 913-684-5656  
Veterinary Services: 913-913-684-6510  
Youth Activities: 913-684-5118/5131  
Post Locator: 913-684-2190  
Operator Assistance: 913-684-4021  
On-Post Storage: 913-651-7176

[www.leavenworthcounty.org](http://www.leavenworthcounty.org)

[www.lvks.org](http://www.lvks.org)

## 1. RESPONSIBILITIES AND DUTIES

### 1.1 Landlord Responsibilities

Landlord agrees to maintain all electrical, plumbing, heating, ventilating, air-conditioning, appliances, other facilities, and common areas in good and safe working condition, subject to the covenants and duties undertaken by Resident(s) below. Landlord further agrees to comply with all applicable building and housing code requirements materially affecting health and safety.

### 1.2 Resident Responsibilities

- **General Maintenance:** Residents are responsible for any expense incurred by Frontier Heritage Communities as the result of the mistreatment, misuse or neglect of the residence and grounds. Residents are responsible for damages to the residence that are not described on the Move In/Out Checklist as existing prior to occupancy and that exceed fair wear and tear. It is the resident's responsibility to report any maintenance issues to the maintenance office immediately for repair.
- **Light Bulbs:** Light Bulbs are considered consumable items. Residents will be responsible for light bulb replacement, except bulbs for address light fixtures. All bulbs will be in working order at the time of move-in, and must be working at move-out. If a light bulb burns out within 30 days of move-in, Frontier Heritage Communities will replace it free of charge. Light bulbs are available for purchase at the Frontier Heritage Communities maintenance office at cost.

- **Offensive Odors**: Residents are responsible for any expenses incurred by Frontier Heritage Communities to remove offensive odors from the residence resulting from pets, tobacco smoking, etc. Frontier Heritage Communities cannot prohibit smoking in the homes, but residents will be responsible for all odor related damages resulting from smoking. Please be respectful of neighbors when smoking in and around your home.
- **Grounds Care**: Residents are responsible for mowing, edging, weeding and maintaining their backyards. Residents are required to remove any trash, litter or debris from their yards and fence line.
- **Flower Gardens**: Residents are permitted to plant flowers with an approved “Request for Alterations” and are expected to keep flower beds neat and clean of weeds and grass.
- **Refuse Containers**: Residents are responsible for keeping trash containers clean, sanitary and secure from the elements and wildlife spillage. A lost or damaged container will be replaced at the resident’s expense.
- **Bicycles, canoes, etc.**: Residents are to store items such as bicycles, toys, carts, small boats etc., in garages, carports, or other areas not visible from the front of the property to avoid hazards and an unsightly appearance.
- **Fire Safety**: Fire safety should be practiced in and around the neighborhood and the home. It is the resident’s responsibility to check smoke and carbon monoxide detectors monthly. Never disconnect the smoke or carbon monoxide detectors. Call the Frontier Heritage Communities maintenance office immediately if you feel they are malfunctioning. See Section 4.9 of this handbook.
- **Exterior Home Maintenance**: Residents are responsible for ensuring their home’s exterior is maintained, including during extended absences (i.e. unaccompanied tours, deployments, deferred travel, and personal travel). Residents are prohibited from accessing rooftops.
- **Community Enjoyment**: Residents will enjoy the use of the premises in a manner that does not disturb other Residents or create a public nuisance. Any unreasonable noise, which disturbs the peace and quiet of the community, is prohibited. The use of power tools, yard maintenance equipment, and similar items by residents or guests may violate the policy if used in such a manner and at such times as to disturb the level of peace expected in family housing.
- **Packages**: Frontier Heritage Communities will not accept packages on behalf of residents, nor be responsible for any packages left at a home. To avoid a delay in receiving your mail please ensure you complete a change of address upon vacating your home.
- **Game / Livestock**: The hanging and/or butchering of game animals or livestock, is not permitted in any part of the housing area due to the inherent health problems associated with blood borne pathogens.
- **Water Pipes**: To prevent the freezing and bursting of water pipes, when temperatures can drop below freezing (i.e. Oct through March) it is the resident’s responsibility to remove all exterior hoses from



spigots and ensure the valve is completely shut off.

- **Renters Insurance**: All residents are responsible for providing and maintaining their own renters insurance for the entirety of their stay and providing proof to Frontier Heritage.
- **Exterminating**: The house is delivered pest free and routine extermination is the resident responsibility. For an infestation, a work order can be turned into maintenance, and a FHC maintenance technician will assess the condition to determine if professional treatment is required.
- **Basements**: Resident is not to make any alterations or attempt to build or finish any additional living spaces in the home. **The basement is designed to solely be used as storm shelter if needed; use of the unfinished basement for other than storm shelter is at the resident's own risk.**

## 2. GENERAL INFORMATION

### 2.1 Lease/Resident Occupancy Agreement

Each Resident will be required to sign a Resident Occupancy Agreement (ROA) with Frontier Heritage Communities II, LLC (FLFHC) prior to moving into the assigned home. In order for a spouse to sign the Resident Occupancy Agreement, a special power of attorney is required since the ROA establishes the Basic Allowance for Housing (BAH) and starts an allotment to FLFHC in an amount equal to the service member's BAH.

### 2.2 Conditions of Occupancy

The Resident will use the premises solely as a single-family residence for the lease holder and qualified family members. The use of the home for any other purpose, including shelter for any additional persons, except temporary guests residing in the home for less than 30 days, is prohibited without written consent of Fort Leavenworth Frontier Heritage Communities II, LLC (FLFHC).

### 2.3 Privacy Policy

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

### 2.4 Rent/Basic Allowance for Housing

For Military members of the Army, Airforce, and Navy, rent is collected through an allotment automatically using a third-party processing service once a Resident signs a Resident Occupancy Agreement. Marines, Coast Guard, National Guard and Reserves are encouraged to set up an allotment for the amount of their BAH to automatically pay their rent. Retirees, DOD Civilians and other non-military members will have to directly pay their rent in accordance with their Resident Occupancy Agreement.

### 2.5 Property and Liability/Renters Insurance

The Landlord has not obtained personal property nor liability insurance for the Resident. The Resident will be responsible for obtaining and maintaining personal property and liability insurance.

Tenant acknowledges being responsible for obtaining and maintaining insurance at the Resident's cost, to protect the Tenant from claims for property damages and physical injury caused by the Tenant, or the Tenant's family members, invitees or guests, and/or pets. Tenant acknowledges and agrees that the Landlord is not responsible for Tenant's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Tenant's loss.

**Frontier Heritage Communities II, LLC** must be listed as an "additional insured" (if this type of coverage is available from the insurance company) or as an "interested party" (if your insurance company will not name us as an "additional insured") under the insurance policy. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. This insurance is meant to protect both you and us, by potentially providing you with a potential recovery source (other than us) if you suffer a loss, and by potentially providing us with a recovery source if you damage the Residence and/or Property. Therefore, your failure to maintain renter's insurance is a material breach of this Agreement.

## **2.6 Office Hours**

General office hours are 7:30 a.m. to 4:30 p.m. Monday thru Friday, with the exception of federal holidays. Any changes or closures will be posted at all office locations. Contact information for the Community Management office is available on page 10 of this document, on the FLFHC website ([www.ftleavenworthfamilyhousing.com](http://www.ftleavenworthfamilyhousing.com)), or can be obtained from any FLFHC office.

## **2.7 Maintenance Service Requests**

FLFHC provides 24-hour emergency maintenance service. Emergency work orders take priority over all other work orders because they require immediate action. FLFHC 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. For emergency and urgent work orders, please contact the maintenance office at 913-651-3838/866-447-3434. Resident can use the Active Building App for all **Routine** service requests.

# **PRIORITY 1 SERVICE ORDERS**

**\*Respond within 24 hours**

<ul style="list-style-type: none"> <li>❖ Appliance not working</li> <li>❖ Clogged toilet</li> <li>❖ Running toilet</li> <li>❖ Sink/Faucet/Drain leaking (if leak is containable and no damage)</li> </ul>	<ul style="list-style-type: none"> <li>❖ Pest control issues – ask questions</li> <li>❖ Cracked window – ask questions</li> <li>❖ Garage door – if they can close manually and no car stuck inside</li> <li>❖ Fridge leaking inside</li> <li>❖ Exterior spigots leaking</li> </ul>
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The following situations are examples of the classification of requests but are not limited to these situations only:

**Emergency Service Requests:** Conditions which may constitute an immediate threat to life, mission, security or property. These requests are responded to within one hour and handled immediately. FLFHC Maintenance Staff will work continuously to either completely resolve the problem or to contain/reduce the level to routine, after which the issue will normally be resolved within 24-48 hours.

Examples: Fire; natural gas leak; electrical power outage, loss of heating (when exterior temperature is below 50 degrees); loss of air conditioning (when exterior temperature is above 80 degrees); sewage back-up; electrical hazards; inoperable front door lock; broken water line; active water leak; and flooding. Note: In the case of gas leaks or electrical problems that could cause a fire, all occupants should immediately evacuate the unit, go to a safe location and call 9-1-1.

## **EMERGENCY SERVICE ORDERS**

**\*Respond within 1 hour**

<ul style="list-style-type: none"> <li>❖ Smell of gas or smoke</li> <li>❖ Smoke/CO2 detectors beeping/in full alarm</li> <li>❖ Outlets: sparking or releasing a burning smell</li> <li>❖ Complete loss of utility services (water, gas, electricity)</li> <li>❖ Hot water tank leaking</li> </ul>	<ul style="list-style-type: none"> <li>❖ Locked out of home</li> <li>❖ Shattered window</li> <li>❖ Garage door damaged by vehicle</li> <li>❖ Sink backing up on BOTH sides*</li> <li>❖ Roof/Ceiling Leaks**</li> <li>❖ Toilet leaking/overflowing***</li> <li>❖ Dishwasher leaking****</li> </ul>
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**\*SINK:** If only one side of sink is clogged/backed up, advise resident not to use clogged side until we arrive and treat the call as urgent instead of emergency.

**\*\*LEAK:** If raining, technician will respond but will not access roof. Resident should try to collect water in bucket/cooler/garbage can and remove furniture/clothing/electronics from area that is leaking.

**\*\*\*TOILET:** Advise resident to shut water off at the toilet. If turning off the water stops the leak/overflow, treat the call as urgent instead of emergency.

**\*\*\*\*DISHWASHER:** If DW is leaking while it is off, it is an emergency. If only leaking when in use, advise resident to keep the DW off and treat as an urgent instead of emergency.

**Urgent Service Requests:** Conditions that could become an emergency but do not pose an immediate danger to Residents or property, could seriously affect morale, or have command emphasis. These requests will be responded to within two hours of the request. FLFHC Maintenance Staff will work continuously to either completely resolve the problem or to contain/reduce the level to routine, after which the issue will normally be resolved in 24-48 hours. Examples: range/oven failures that prevent Resident from cooking; refrigerator failure that could result in food spoilage; water heater failure; all toilets in house are inoperable; broken window; garage door jammed or inoperable; and light fixtures, switches, or receptacles not working.

## URGENT SERVICE ORDERS

### \*Respond within 2 hours

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>❖ AC failure (outside temp above 80°F)</li><li>❖ Heat failure (outside temp below 55°F)</li><li>❖ Garbage disposal clogged</li><li>❖ Refrigerator/Freezer not cooling</li><li>❖ Fridge leaking onto floor</li><li>❖ Partial loss of utility services (water, gas, electricity) – ask questions<sup>3</sup></li><li>❖ No hot water</li></ul> | <ul style="list-style-type: none"><li>❖ Mold concerns</li><li>❖ Garage door not opening or closing-ask questions</li><li>❖ Exterior doors not opening or closing-ask questions</li><li>❖ Clogged Drains- ask questions</li><li>❖ Pest control issues – Mice, Bees &amp; Wasps - ask questions</li></ul> |
|---|---|

**Routine Service Requests:** Normal work that does not meet the category of emergency or urgent. Residents should inform the person taking the maintenance request if there are any verifiable medical conditions that will be aggravated by conditions in the home related to the request. Examples: broken floor tile/tear in vinyl floor covering, loose baseboard, dripping faucet, etc.

### **Entry into the Home:**

Maintenance technicians will not enter the unit if the oldest person present is not at least 18 years of age resulting in the 24-hour completion time being waived. Residents will be notified in advance of the scheduled annual preventative maintenance visit, or by appointment for a service order, and will be asked to secure pets (put in a pet crate or room with a closed door, outside, etc.). If technicians arrive and the pet is not secured, they will not enter the unit and the visit will be rescheduled.

Residents are encouraged to contact the maintenance office at 913-651-3838 if there are any questions concerning maintenance issues. FLFHC accepts requests for repairs by phone, on-line via email at [fhcmaint@tmo.com](mailto:fhcmaint@tmo.com), online by using the Active Building App or in person at the Maintenance Office, located at 800 W. Warehouse Road, Fort Leavenworth, KS.

During the hours of 7:30 a.m. to 4:30 p.m., Monday thru Friday, all maintenance calls will be answered by a team member at the local maintenance facility. FLFHC has a professional call center, manned by a live person, answering telephone calls after normal office hours, weekends and holidays that Residents can use to place emergency service requests or leave messages for the office staff for the next business day.

At the time the work order request is made, FLFHC will ask for permission to enter the Resident's home in the event the Resident is not present when the service technician arrives to make the requested repairs. If permission to enter is not granted, the Resident has the option of scheduling AM (8:00 a.m.-11:30 a.m.) or PM (12:30p.m.-4:30 p.m.) appointments. If the scheduled appointment time is canceled or missed, FLFHC staff will make three attempts to contact the Resident by telephone to complete the repairs. ***If FLFHC is not able to contact the Resident after three attempts the work order will be canceled and a notice will be sent to the Resident.***

Once a work order request is received, the information will be entered into the maintenance service computer and a printed request will be issued. When responding to a maintenance request, FLFHC personnel will ring the doorbell, knock on the door, announce they are maintenance and wait an appropriate amount of time prior to entering the home, assuming FLFHC has permission to enter the home. Uniformed maintenance technicians will leave a notification slip behind after they have completed work in the home.

Maintenance Survey: FLFHC conducts maintenance surveys. Residents will receive an electronic survey to the email address on file, for each work order completed. Residents are encouraged to complete and return Maintenance Surveys each time a work order is performed.

### **2.8 Refuse/Recycling**

Containers will be provided to each residence for trash (1) and recycling (1). Trash and recycling will be picked up curbside by an FLFHC contractor once per week, on assigned days. Trash and recycling containers must be covered and stored in the designated location. Containers may be put out for pick-up no earlier than 8:00 p.m. 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 8:00 p.m. the day of pick up. During a holiday

week, trash service will be delayed by one day. For example if your normal trash pickup is Friday, your trash will be picked up on Saturday. Please see the Holiday list in your Move-In packet. All other changes to the trash schedule will be communicated via our OneCall email messaging service as well as placed on Active Building.

Bulk items are collected every Monday, with the exception of observed holidays. In the event a holiday falls on Monday, services will be provided the next/following Monday day. Bulk items may not be stored outside the home or at the curb until the evening prior to the scheduled pick-up day.

The current refuse pick-up schedule, including changes due to holidays, will be published on the FLFHC website and in the monthly community newsletter. Residents can also obtain a copy of the schedule from the Community Management office. Failure to properly store containers may result in a lease violation.

**Household Hazardous Product Collection Point** is located at the DPW Environmental Office/Bldg. 80 at 810 McClellan Ave. Residents may drop off unwanted household products in original containers or Do-it-yourselfers can go pick up paints, stains, automotive products, cleaning products, garden and yard products, and other household items that have been turned in.

E-waste is the fastest growing waste stream in the country. You can help control this waste stream by recycling your e-waste instead of throwing it in the trash. The following will be accepted: cell phones, computer equipment, game systems, cameras, PDA, etc.

Along with curbside recycling, the installation has a recycling area located on W. Warehouse Rd south of the stables. The area features a dedicated cardboard recycling dumpster, a paper recycling dumpster, a glass recycling trailer, and a yellow mixed recyclable roll-off. Please place all materials in the correct receptacle and don't leave any trash on the ground.

The above services can change at any time and Residents will be notified as the changes occur.

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

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

The Resident and an FLFHC representative will complete a Move-In Inspection together verifying the condition of the home and make note of any deficiencies to the house so that FLFHC can perform any necessary repairs. If repairs are not practical, the Move-In Report will note the existing deficiencies so that Residents will not be held responsible for any pre-existing conditions when they move-out. After a thorough inspection of the home, the Resident shall provide written acceptance of the Premises, except for those conditions noted on the Move-in Inspection. Resident will be allowed an additional week after move in (5 working days) to note any further deficiencies with the home.

#### **3.2 Termination/Vacate Notice**

FLFHC requires a 30-day written notice of intent to vacate prior to vacating the home, including at the end

of the lease term. Residents can obtain the notice to vacate form from a staff member in the community management office who can answer any questions regarding the move-out process. Residents must provide FLFHC with a 30-day notice to avoid monetary penalties.

Residents are required to visit the community management office when delivering the notice of intent to vacate in order to coordinate the actions required to clear family housing, scheduling the move-out inspection, and providing forwarding information.

### 3.3 Cleaning Requirements (Vacating Premises)

The Resident is responsible for leaving the home in a clean condition, free of any trash or personal items, and damage-free with exception of normal wear and tear and/or damages notated at the time of move-in on the inspection form. Clean condition implies that a home is clean throughout – all surfaces wiped down and cleaned, Appliances cleaned and food remnants removed and all flooring has been swept and mopped and/or carpets vacuumed prior to the move-out inspection. FLFHC provides cleaning guidelines when a Notice to Vacate is submitted or upon request.

Carpet cleaning policy:

All flooring surfaces are to be cleaned. Carpeted areas must be vacuumed, and steam cleaned before the move out inspection – vacuuming will need to be done before and after steam cleaning. Any stains or damage to carpet or flooring not noted on the move-in inspection sheet may incur a charge to the resident at time of final move-out inspection.

Carpet cleaning instructions and information:

- Vacuum and use edger attachment along walls on all carpeted areas to remove all pet hair, debris, and food particles BEFORE and AFTER steam cleaning carpets.
- As stated above carpeted areas must be steam cleaned and vacuumed before the move out inspection. Any stains or damage to carpet or flooring not noted on the move-in inspection sheet may incur a charge to residents.
- All stains not noted at move-in on the move-in sheet must be removed from carpeted areas.
- **Carpets must be completely DRY prior to your final inspection**
- If a tenant has a pet or choses to smoke inside, an approved non-masking odor neutralizer must be used during the carpet cleaning. A flea treatment must be used for houses with pets. Any house that has heavy odors at time of move out will incur charges for odor. See Charge sheet.

### 3.4 Normal Wear and Tear

Repairs or replacement of equipment provided by FLFHC, due to normal wear and tear, will be at FLFHC's expense. Residents are liable for any damage that is determined to be in excess of normal wear and tear of a home. The cost of repairs or replacement of equipment, resulting from damage in excess of normal wear and tear, will be the responsibility of the Resident. A damage cost sheet showing typical charges can be obtained from the Community Management office.

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

Residents are required to accompany the FLFHC representative during the inspection. An additional final Move Out inspection is performed when everything is out of the home and has been restored to the initial move in condition. All Resident property must be removed from the property at the final move out inspection.

### **3.6 Transfer requests**

Current Residents that would like to transfer from one home to another on post house will need to contact the community management office to start the process for transfer. If they are approved to transfer, they will be placed on a transfer waiting list in the order they requested transfer. Most acceptable reasons for transfer such as change in rank, family composition, medical necessity and handicap requirement will be considered. Resident will be required to clear their current home to the same standard and cleaning requirements as if they were leaving the installation and subject to pay for any damages in excess of fair wear and tear in the house they are vacating. Resident is responsible for a transfer fee equal to the cost to make their current residence ready for the next tenant and are also responsible for the relocation costs. If a tenant has had any directed health/safety inspections as a result of poor care of their current house, the transfer request will be denied.

## **4. CARE OF HOMES**

### **4.1 Alterations**

Residents must obtain written permission from FLFHC prior to starting any alteration or modification to the home or grounds. This includes, but is not limited to modifications to the landscaping, patios and walkways, fencing, or installing flower or vegetable gardens, sheds, play equipment and any interior alterations such as installation of different thermostats, additional wired lighting, changes in plumbing, addition of sinks, permanent mounted shelving or anything that would change the structure and function of the building or plumbing, electrical and HVAC utilities in the house. Any approved modifications to the home or grounds must be returned to the original condition prior to termination of occupancy, to include landscaping and sod installation. Any new sod must be of the same variety and species of the surrounding area.

### **4.2 Exterior Condition/Appearance**

While FLFHC will be responsible for all exterior repairs and maintenance, Residents are responsible for maintaining the overall appearance of the areas around their homes, including:

1. Driveways and sidewalks will be free of new oil stains, marks and writing.
2. Play equipment will be placed BEHIND the home, inside the fenced area, so as not to be visible from the front of the home.
3. No interior furniture left outside (upholstered couches, kitchen chairs, etc.) Front lawns are to be kept clean, orderly and free of any equipment, trash or items that may be unsafe.



4. Recreational equipment must be removed from the front lawn when not in use.
5. Yard art and outside décor must be kept in clean and orderly condition. Excessive use of yard art and décor will not be permitted.
6. Lawn signs (also known as yard signs, placards, political signs, small advertising signs, etc.) are not permitted within FLFHC housing areas.
7. Trees and utility poles will not be used to install dog runs, signs, basketball goals, swings, and similar items.
8. No holes will be made on the exterior surface of the home, including brick/stucco walls, siding or overhang. 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.
9. Trash bins or debris will not be allowed to accumulate near the homes.
10. The use of any extension cords must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards.
11. Exterior painting of home is not authorized.
12. Dog houses must be within a fenced area and may not be visible from the front of the home.
13. Residents will be charged for replacement cost of outside AC units (condensers) damaged due to pet urine located in fenced backyards.

### **4.3 Landscaping**

Standard landscaping services consisting of mowing, edging, and leaf removal will be provided by an FLFHC contractor on a designated schedule in family housing common areas and in the front yards of all residences in order to keep consistency throughout the community. Residents are asked to clear all personal items from the mowing area that FLFHC maintains on the days the landscape contractor is scheduled to cut. If personal items are not removed, FLFHC and its contractor are not responsible for damages or failure to mow that area.

Residents are responsible for maintaining all plant/shrub beds around the entire house and fenced backyard areas to FLFHC specifications for mowing, edging, watering and trimming. Standard acceptable grass height is no taller than 4 inches.

Should Residents wish to maintain their own lawn in front of their home, they are required to place a reflective stake in the yard. Reflective stakes may be picked up for a minimal fee of \$5 per pair during normal business hours at the Self-Help Store. Those Residents that wish to upkeep their own lawn are required to keep all grassy areas around the house neatly trimmed. Flower beds must be maintained with 2 inches of mulch and/or decorative garden rocks and free of weeds. In the event that a Resident does not maintain flower beds, shrubs, or back yard mowing to FLFHC standards, the Resident will be charged for any lawn maintenance services performed in these areas.

### **4.4 Fences**

Residents desiring to install fences must obtain written approval from FLFHC in advance. All Resident-installed fences approved by FLFHC will be maintained by the Resident and must be removed prior to vacating the home.

All Resident-installed fencing must meet the following guidelines:

Fences must extend directly back no more than 40 feet from the rear corners of the home and may not include side or front yard areas.

Fencing must be 4-foot-high, black-coated or silver chain link only and must have one access gate.

Fences may only be installed by FLFHC approved vendors.

Residents are not allowed to paint, attach items such as satellite dish or trampolines, or alter community-installed fencing in any way. Residents are required to properly maintain backyard fencing, remove weeds, trim grass along fence and remove debris.

#### **4.5 Interior Maintenance**

Broken or unserviceable housing components, structural damage, water leaks, cracked walls, and other maintenance work should be immediately reported to the maintenance department.

Written permission must be received from FLFHC prior to starting any alteration or modification to the home, including but not limited to modifications to electrical, plumbing, lighting, telephone and cable systems. Should painting, wallpapering, stencil or other changes to wall surfaces be approved, the wallpaper must be removed and the walls must be primed at move out. In addition, charges will apply if wall surfaces are damaged during the wallpaper removal process or if the primed wall has any visible color showing through. Nail hangers or screws may be used to mount pictures and curtain rods ONLY - not to be used in ceiling or woodwork.

#### **4.6 Maintenance and Repair**

Resident shall promptly request any repairs to be made to the dwelling or its contents, fixtures, security devices or other equipment that belongs to FLFHC and are necessary to maintain in proper condition. FLFHC agrees to keep common areas clean, lawns mowed, trimmed, and edged during the growing season (fenced back yards excluded). Surface mildew on exterior doors, including storm doors is a housekeeping issue, and it is the Resident's responsibility to keep all doors and air vents clean and free of dirt and/or mildew. FLFHC provides air filters for no charge at the self-help store which Residents are responsible to replace regularly. FLFHC will make all reasonable repairs (subject to Resident's obligation to pay for damages for which Resident is liable) and subject to the covenants undertaken by the Resident above. Although FLFHC agrees to comply with the above requirements, failure to do so will not be grounds for Resident's termination of the Agreement unless Resident has given FLFHC written notice of the defective condition and FLFHC has failed to remedy the condition within 30 days. Resident may not terminate the Agreement if Resident, a member of Resident's family or some other persons on the Premises with Resident's consent intentionally or negligently causes the defective condition. Such defective conditions will be repaired at Resident's expense.

#### **4.7 Pest Control**

The house is delivered pest free, as all houses are treated for pests during the change of occupant maintenance. If you are experiencing a pest problem that cannot be resolved using over the counter remedies, simply contact the FHC Maintenance office at 913-651-3838 to schedule a pest control

inspection. One of our maintenance technicians will come to your home to assess the problem. After verifying the home is experiencing a pest issue, FHC may schedule our licensed pest control contractor to service your home. Should a family member have a medical condition that would be aggravated by commercially applied pest control products, please notify Frontier Heritage Communities immediately. Frontier Heritage Communities will ensure that any pest control applications requested during occupancy will be sensitive to the family's needs. Frontier Heritage Communities maintains a log for each residence indicating when the premises were last treated and with what chemicals. This information will be provided upon request.

#### **4.8 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, baby wipes, personal care products, flushable wipes, ashes or other obstructive substances shall be disposed of therein. Do not place metal, string, cooking grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, corncocks, cooked rice or pasta, paper, wire, bones or non-food in the garbage disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse FLFHC for any necessary expenses incurred in the repair of such equipment.

#### **4.9 Smoke/Carbon Monoxide Detectors**

Residents, 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 the Maintenance office. Residents 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 the Maintenance office.

FLFHC has provided carbon monoxide detectors (when natural gas is provided to the home) and smoke detectors, which are to remain in the home upon move-out. The Resident agrees that they are safe and acceptable, subject to FLFHC's duty to make needed repairs of the same upon written request of the Resident. Any additional locks desired by Resident may be installed at Resident's expense only after prior written approval from FLFHC as an alteration (See 4.1).

In homes that have over the range fire suppression systems installed in them, the Resident agrees to immediately report any malfunctions or discharges to the Maintenance office. All 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.

#### **4.10 Window Coverings**

All blinds must be in good condition and window coverings must be white or beige when viewed from outside. Broken blinds must be replaced immediately and can be purchased at the Self Help Store. No aluminum foil, sheets, blankets, plastic or any other type of unsightly coverings shall be used over the windows to darken rooms.

## **5. SAFETY GUIDELINES**

### **5.1 Barbeque Grills / Fire Pits**

The use of charcoal barbeque grills, gas fired grills, and portable fire pits on decks, balconies, covered parking areas or patios and under any building overhang are prohibited. All grills and portable fire pits must be used a minimum of fifteen (15) feet from any building structure. The storage of fuel bottles from the gas fired grills, and portable fire pits (attached or unattached) inside any structure or on balconies is prohibited. Charcoal and gas fired grills along with portable fire pits are expected to be stored in the back of homes when not in use. Turkey fryers should only be used outside the building on concrete surfaces and 15 (fifteen) feet away from the structure.

### **5.2 Care of Children**

FLFHC will adhere to the Fort Leavenworth Post Home Alone Policy, in reference to Home alone and babysitting guidelines. Parents are responsible for the conduct of their children and/or dependents at all times. Parents assume liability for any damages caused by the unlawful or negligent conduct of their children, dependents and any visitors to their home or commons areas.

Children under 12 years of age must be accompanied by a parent or guardian in order to use community amenities, including playgrounds, community center, dog parks, and the community center gym.

At no time may a child under the age of 18 be left home alone overnight.

Parents are responsible for the conduct of their children. Residents will be held personally responsible for compliance with all policies and procedures by their children. Use of community amenities is a privilege, and FLFHC reserves the right to revoke this privilege from any Resident or child at any time.

### **5.3 Fire Prevention**

All fires must be immediately reported to the Fire Department by calling 911, regardless of the size or nature of the fire, including those extinguished without Fire Department assistance. Additionally, FLFHC must be notified by telephone at 913-651-3838 as soon as possible. FLFHC does not provide fire extinguishers – if Resident desires to attain, will be at Resident's expense.

### **5.4 Ingress and Egress**

Entrances, hallways, walks, lawns and other common areas shall not be obstructed or used for any purpose other than ingress and egress.

### **5.5 Security Devices/Additional Door Locks**

In the event a Resident wishes to install additional locks or wireless alarms and cameras in their home, they are responsible for obtaining the proper approval from the local base authorities and FLFHC. Residents will accept full responsibility and liability for any loss or damage in the event of an emergency. Upon termination of the lease, it will be the responsibility of the Resident to remove any self-installed locks and/or cameras, and any damages that occur as a result of installation or removal will be repaired at Resident expense.

In homes where deadbolts are not currently installed, the Resident may request to have deadbolts installed at their own expense. Deadbolts must be installed by Frontier Heritage Communities maintenance personnel, and a key will be retained by management for access in emergency situations. In addition, deadbolts must be able to be locked/unlocked from the inside without a key and installed at a height that is easily accessible.

When a Resident requests additional locks in a home that already has deadbolts installed, the only additional item that is allowed to be installed is a wireless door alarm. The Resident is responsible for all expenses relating to the purchase and installation of alarms.

Resident agrees to hold FLFHC harmless from actions arising from the use or malfunction of any security device installed by Resident.

**Fort Leavenworth Police and Fire Department personnel DO NOT respond to alarms from privately installed security devices.**

## **5.6 Security Guidelines**

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

## **6. UTILITIES**

### **6.1 Utilities Provided/RCI Energy Conservation Program**

Electric, gas, water services and trash removal, as listed in the Resident Occupancy Agreement as utilities; in most cases the 'reasonable' amount of these utility services are included in the military Resident's BAH. However, in an effort to conserve energy FLFHC will adhere to the RCI utility policy requiring all qualifying homes to be metered. Telephone, cable television or internet services are not included and are the Resident's responsibility.

As of March 1, 2019, the Army has directed a suspension to the utility conservation program. Should the suspension be lifted, the program will be administered as follows:

The Utility Component of your BAH is an average of 'the reasonable' energy consumption in homes similar to yours in your area. The Department of the Army, along with the owners of privatized housing, has developed a program that allows Service Members who conserve to be financially rewarded, and those who do not conserve to be billed for their excess consumption.

Each month, the third-party utility billing company gathers readings from either the gas meter, electric meter, or both depending on what energy is metered for your home. Once the information is received, a comparison is made to other like houses to determine if the Service Member and their family is

conserving energy or overusing energy. We refer to this process as a baseline calculation determined by the profiled group of houses. The profile groups are determined as a group by square footage, bedrooms, type of construction and age of home.

Residents will not be billed or receive refunds until their energy consumption exceeds or accrues more than a designated threshold dollar amount (typically \$25.00) or trigger point for their home profile group. All Residents are required to follow the guidelines of this program.

## **6.2 Energy Conservation**

Residents are responsible for practicing energy conservation, avoiding waste, and abiding by installation energy management policies and procedures. Energy conservation is to be practiced, to include turning off all exterior lights during daylight hours and closing storm windows completely during the heating and air conditioning season. Additionally, FLFHC encourages Residents to turn off lights in rooms when not in use.

More than half of the energy used in a family home goes into heating. Heating water uses about 15%. Lighting, cooking, refrigeration, and operating appliances and computers account for the rest. Energy conservation is a key element in our country's effort to become "energy sufficient" Everybody wins with energy conservation. By using less energy, we save money. The energy conservation basic policies are established with the understanding that a housing Resident can conserve and reduce energy consumption without sacrificing comfort.

For more information on the RCI Energy Conservation Program please visit the Community Management office.

## **6.3 Utility Malfunctions**

Residents will be provided reasonable advance notice, whenever possible, if utility outages are scheduled for any reason. All of the utilities provided to the property are provided by vendors outside the FLFHC company structure, either privately or governmentally owned or operated. Any inconvenience or damage caused by unexpected utility interruptions is the responsibility of the utility provider.

## **6.4 Telephone, Cable Television and Internet Service**

Telephone, cable television and internet service are provided by one or more independent contractors not associated with FLFHC. Residents are free to contact any service provider that provides services to Ft. Leavenworth and can receive a common listing from the FLFHC Community Management Office for service providers, connection requirements and possible discounts. Any damages done to home from a service provider due to drilling or adding lines will be charged to the Resident. If you have questions about potential damages, contact FLFHC to receive some examples of damages that have occurred in the past. All new construction or remodeled homes have been pre-wired for telephone, internet and cable.

# **7. PROPERTY POLICIES**

Family housing on Fort Leavenworth is provided as a privilege to military members and their families as well as retirees, DOD and DOJ Civilians and others as the situation allows. FLFHC is NOT obligated to provide housing to any service member. Occupancy may be terminated if the privilege is abused.

### **7.1 Access to Homes**

When practical, FLFHC agrees to enter the home only during business hours, to provide written notice at least 24 hours in advance, or to enter the home only after receiving the Resident's consent, except in the case of an emergency.

### **7.2 Animal Control**

Stray animal control, outside of houses and fenced in areas attached to the houses, is provided by DPW at Fort Leavenworth. The telephone number for Fort Leavenworth DPW animal control services is 913-684-5555. Resident will incur costs if pets are impounded to Stray Facility.

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

Inoperable or unsightly cars, motorcycles and other motor vehicles (such as cars with flat tires, broken windows, etc.) are allowed to be parked for a period of no longer than 30 days, with the proper static permit issued by the Provost Marshal. Any vehicles that are improperly parked, inoperable, unlicensed, or have expired license plates or expired inspection stickers will be cited by the Community Management staff as a violation and may be towed away at the vehicle owner's expense. The Provost Marshal's Office will be notified of any vehicles in violation of installation policy and will authorize the towing of the vehicle at the owner's expense. Resident agrees to abide by parking regulations and to require guests to abide by all parking regulations. Please do not repair or change the oil of your vehicle on the property. The installation has an Auto Craft Center designated for such maintenance. Do not empty vehicle trash, including ashtrays, onto the ground or in parking lots.

Privately owned off-road vehicles (ORV), all-terrain vehicles (ATV), utility task vehicle (UTV) of any type (3 or 4 wheeled), electric assisted bicycles and scooters are prohibited on public roads and trails on Fort Leavenworth.

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

Only portable basketball backboards, hockey and soccer goals, and other portable 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. Backboards also shall not be affixed to permanent or semi-permanent free standing poles. Portable units must be used in safe and approved areas 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. Portable units may not be located within 10 feet of the street or in cul-de-sacs. Any portable units that block access for trash collection, or mowing, will result in that service not being provided to the residence on the first occurrence. Any subsequent occurrence will result in the household being requested to relocate the portable unit(s) interfering with services. On the third occurrence FLFHC will require the permanent removal of the portable unit from the residence.

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 onto the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

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

## **7.5 Changes in Resident Status**

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

If the Service Member dies, eligible dependents may continue to occupy the home for up to 30 days, subject to the surviving spouse or guardian executing a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all terms and conditions contained in the Agreement. The surviving spouse or guardian may terminate the TOA at any time during the term of the Agreement by giving five (5) days written notice. The Resident is required to provide immediate notice of any such change in eligibility status.

If the Resident is honorably discharged from military service, the Resident and eligible dependents may continue to occupy the home for up to thirty (30) days subject to the execution of a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all of the terms and conditions contained in the Agreement. The Resident is required to provide immediate notice of any such change in eligibility status. Resident must vacate premises within ten (10) working days if discharged from military service under other than honorable conditions. Any additional time requested (to finish the school year, graduate from school, etc.) should be submitted as an exception to policy to FLFHC for consideration.

If the Resident's dependent or marital status changes, Resident is required to immediately notify FLFHC of any such change in eligibility status. If Resident becomes ineligible for family housing, the Resident and eligible dependents may continue to occupy the home for up to thirty (30) days. If Resident does not immediately notify FLFHC of any change in eligibility status, Resident is liable for paying the market rate rent for a comparable off-post home, calculated from the time the Resident became ineligible until such time as the home is vacated. Market studies detailing the current market rents are maintained in the FLFHC Community Management office.

## **7.6 Dispute Resolution**

In the event that a Resident has a concern regarding their housing or housing assignment or wishes to dispute a notice of violation or letter of eviction, Residents are encouraged to handle disputes with their Resident Specialist and/or Assistant Community Director. Residents may submit a written letter of appeal to the Community Management office. If the Resident is not satisfied with the Community



Management's decision, they may contact the Army's Housing Oversight Office (HOO) Liaison (913-684-5669) and arrange a meeting with the Community Director and HOO Liaison. The request must be put in writing and submitted to the Community Management office or the HOO Liaison. Both offices are located at 220 Hancock Avenue. A written notification of the final decision will be provided to the Resident. Should no satisfactory resolution be reached, the Resident may request the involvement of the Michaels Organization Vice President. The decision of the Vice President is final unless the Resident seeks binding arbitration in accordance with the Kansas State Law. The cost of the binding arbitration is the Resident's sole responsibility. Once a decision is reached through binding arbitration, there will be no further appeal or review.

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

FLFHC management will be the approving authority on all involuntary terminations for misconduct or violations of Resident responsibility guide requirements by military members, family members and guests.

Except in situations involving manifest danger or threats to the health and safety of Residents or their guests, acts of misconduct or violations of Resident Guideline and Community Handbook requirements will result in a written notice to the military member from the FLFHC staff. The notice will detail the misconduct or violation, the corrective action required, the timeframe for the corrective action, and what action will be taken if further violations occur. Typically, after a second notice does not resolve the issue, in serious cases or where a pattern of misconduct occurs, FLFHC may terminate the Agreement and evict the Resident in accordance with state and local law for violations of the Agreement.

The following action by a Resident or a Resident's guest(s) may result in eviction:

1. Action/neglect affecting or threatening to affect the health or safety of other tenants in the community
2. Action/neglect resulting in significant damage to the home(s) or
3. Action/neglect which substantially interferes with the right to quiet enjoyment of other Residents of the community.

FLFHC will also advise the Army Housing Oversight Office of such instances and resulting action.

### **7.8 Exception to Policy**

An Exception to Policy (ETP) is needed when a Resident wishes an exception to the policies included in this document. In the event a Resident wishes to ask for an ETP, the Resident can pick up an Exception to Policy form from the Community Management office and return it to the Resident Specialist. Residents should bring their concerns first to the Community Management office to see if resolution can be made prior to submitting an exception to policy. If the Resident feels the issue has not been adequately resolved and feels there are circumstances that warrant an exception to policy, the Resident may submit a written request to be reviewed by the Exception to Policy committee for final resolution. The committee consists of the Army Housing Oversight Office Director, Community Director, and if necessary, Garrison Command. The Resident must complete the Exception to Policy form and attach a written request. A written notification of the final decision will be provided to the Resident.

## **7.9 Extended Absence**

Residents should notify the Community Management office whenever their home will be unoccupied for a period of 7 days or more (e.g., vacations, TDY, etc.). Resident may also consider notifying the Military Police on post so they can provide increased vigilance on the residence in their absence.

## **7.10 Emergency Access**

In the event of an emergency, FLFHC and the Fire and Police representatives may enter the house unannounced. If there is a death or illness involving a Resident, FLFHC will not give the Residents key, allow access to persons not listed as additional Residents on the Occupancy Agreement, or release the Resident's possessions unless FLFHC receives written authorization from the Resident or from a fully authorized, legally designated representative (i.e. valid Power of Attorney), unless directed otherwise by a court of competent jurisdiction.

## **7.11 Failure to Repair**

Where FLFHC has a duty to repair or remedy a condition that materially affects the physical health or safety of a Resident, the Resident may not terminate the Occupancy Agreement, withhold rent, offset rent against needed repairs, or pursue judicial remedies unless all of the following procedures have been followed:

1. the Resident has given FLFHC prior written notice to repair or remedy a condition which materially affects the physical health or safety of a Resident;
2. FLFHC has had a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor and utilities from the utility provider;
3. FLFHC has not made a diligent effort to repair or remedy the condition;
4. Resident has given subsequent written notice to FLFHC stating that the Resident intends to terminate the Occupancy Agreement, complete the repair and deduct charges from rent, or pursue judicial remedies in the event the condition is not repaired or remedied; and
5. Resident is not delinquent in the payment of rent when both of the notices were given.

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

Family housing can be used as an authorized Family Child Care (FCC) home. Residents must contact the Fort Leavenworth Family and Morale, Recreation and Welfare (FMWR) to receive approval and set up the required certification as an in-home family child care provider and receive information on financial options available to them. Only those Residents who have successfully completed the FCC requirements are eligible to function as a Family Child Care Home in FLFHC communities. Residents providing FCC in their homes agree to hold FLFHC harmless against action arising from the use of their home as a FCC facility. The cost of adding any equipment or service required to use the home as a FCC facility is the responsibility of the Resident. Any modifications or alterations to the home required for certification for FCC must be requested in advance and made in compliance with the Resident Occupancy Agreement, and if applicable, may need to be sent to the State Historical Preservation Office also for approval of the modification. The Resident must return the residence to its original condition prior to vacating the home.

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

### **7.13 Guests and Visitors**

Residents are allowed to have non-immediate family and unrelated guests in their homes for up to 14 consecutive days. Social visits by guests are limited to 14 consecutive days, and 60 total days. Any guests staying longer than 14 days must have written permission from FLFHC and must be registered, in advance, with the Community Management office. All approved registered guests must be reauthorized every 30 days. Residents are responsible for the conduct of their guests and will be held personally responsible for compliance with all policies and procedures by their guests. Hosting guests is a privilege, and FLFHC reserves the right to revoke this privilege from any Resident at any time. Guests found unescorted and/or in violation of any FLFHC policies may be removed from the facility immediately, potentially banned permanently and may cause their host to be charged with any violations where their guests are involved or responsible. Residents are not permitted to sublease their premises in whole or in part or take in boarders or guests making payment to Residents.

### **7.14 Holiday Decorations/Outside Lighting**

Holiday lighting and decorations may be displayed during the month of or 30 days prior to the celebrated holiday, whichever is longer. All decorations are required to be removed within two weeks after the occasion. Decorations, which may be considered offensive to other Residents and guests, are prohibited. Any decorations operated by electricity are not authorized during daylight hours and must be turned off no later than 11pm. **Holiday decorations and outside lighting may not be placed on roofs or roof gutters.** 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.

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 ventilation systems is prohibited, as this causes a fire safety hazard. All exterior lighting must be Ground Fault Circuit Interrupter (G.F.C.I) protected. Residents are reminded that homes have limited amp circuits and care must be taken to prevent overloading.

### **7.15 Home Business**

Private businesses may not be operated from the homes provided to military families without FMWR approval. Pet boarding businesses NOT permitted. See Section 7.13 regarding Family Child Care (FCC) in the home. Any Resident determined to be operating a business in their home without FLFHC approval will be deemed in default of the occupancy agreement.

### **7.16 Lockout Services**

In the event a Resident locks themselves out of their home during office hours, a member of the Community Management office will provide the Resident access to their home provided proper identification can be produced. A Resident is defined as the Tenant or an Authorized Occupant as listed on the Resident Occupancy Agreement. This does not include any minor dependents (under the age of 12), visitors, etc. It is the Resident's responsibility to ensure that the Authorized Resident List for their home is up to date.

When a Resident is locked out of their home outside of office hours the on-call maintenance staff will provide the Resident access to their home provided the Resident can produce proper identification. After hours lock-outs will result in a charge of \$50.00.

### **7.17 Noise/Quiet Hours**

Fort Leavenworth Residents will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance. FLFHC quiet hours will be observed between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between 12:00 a.m. and 8:00 a.m. on Friday and Saturday. Outside of established Quiet Hours, Residents are required to control the volume of stereos, TVs and musical devices within their home, as well as their pets when in the backyard, so that they do not disturb the Residents of other homes.

Please be considerate of your neighbor since other Residents may have non-standard working hours or situations that can be adversely affected by noise emanating from outside their home. Noisy or disorderly conduct will not be tolerated at any time.

### **7.18 Parking**

Parking is permitted only on paved surfaces in designated parking areas. Parking on lawns, planted areas, sidewalks and patios is strictly prohibited. In most cases, FLFHC will not assign parking spaces.

RVs, boats, boat trailers, trailers, commercial trucks, or vehicles with more than 4 wheels or exceeding a GCVWR of 12,000 pounds may not be permanently parked or stored on the street, driveways, yards or parking lots in any housing area. Recreational vehicles may be parked in housing areas or on streets for no more than 72 hours for cleaning, loading or unloading. If the Resident has an emergency that requires longer parking, they must notify and receive written permission from FLFHC. An approved Exception to Policy notice will be posted on the vehicle so that it can be seen from the road.

Boats and RVs can be stored inside a garage as long as the door can be closed. Fort Leavenworth maintains a recreational vehicle storage lot for recreational vehicles and equipment. Arrangements for storage are to be coordinated with FMWR outdoor recreation.

### **7.19 Pet Policy**

Pets will be limited to domesticated dogs, cats, fish, hamsters, as well as caged birds. A maximum of four (4) pets per household are permitted. A refundable pet deposit of \$250 per pet is required. Payment is due at the time of move-in or the time the pet is acquired. The Pet Deposit is not a limit of the Resident's

liability for damages, cleaning deodorizing, flea treatments, replacement and/or personal injuries, as herein further specified. Frontier Heritage Communities will refund the Pet Deposit(s) within 30 days of Resident vacating premises, provided there is no damage to the home. The Resident's liability applies to carpets, doors, walls, blinds, window screens, furniture, appliances, and any other part of the Premises, landscaping, or other improvements to Frontier Heritage Communities property. If Resident has a pet at move-in or acquires a pet while they are living at Frontier Heritage Communities but ceases to own the pet(s) during their occupancy, their Pet Deposit shall not be refunded until after the time of move out.

No more than one fish tank is permitted in the premises and is not to exceed twenty (20) gallons. No more than two bird cages are permitted on the premises. Pit Bulls, American Staffordshire Terriers, Rottweiler's, Doberman Pinschers, Chows, Wolf Hybrids or any dog with these breeds in their lineage and any animal that displays aggressive behavior are restricted and will not be permitted to reside on the property (with the exception of certified law enforcement dogs or service animals). Additional pets not allowed include, but not limited to: reptiles, arachnids, rodents, wild animals, exotic animals, farm animals and birds of prey.

All pets must be registered at the Fort Leavenworth Veterinarian Clinic, within five working days of occupying a house or acquiring a pet. Pet owners must provide verification of appropriate immunization along with the pet registration to FLFHC.

Pets must be on a physical leash at all times when outside the fenced area of a home. Electronic leashes and electronic fences do not meet this requirement. Residents must dispose of pet waste daily in their fenced backyards. Pets may be housed in the Resident's yard only when a fence meeting community guideline is installed. Pets cannot be tied or staked outside of the fenced area. Pets must have suitable shelter from inclement weather and have continuous access to food and fresh water. Suitable shelter shall be deemed to be a structure of sound construction, sufficient to provide shade from sun and protection from rain and wind. Inclement weather shall be described as excessive wind, rain, snow or temperatures above 80°F or below 50°F.

Residents who walk their pets must carry a plastic bag or other appropriate container to retrieve and dispose of any waste. Residents may be fined \$25.00 for not cleaning up properly after pets.

If the Resident or any guest violates any term of the pet policy, the Resident will be subject to the remedies provided in the Resident Occupancy Agreement. Residents are responsible for pet waste within the fenced in backyard at all times and will be charged for any necessary clean-up.

## **7.20 Play Houses/Children's Swing Sets**

Permission to build a playhouse, sandbox, or swing set must be obtained from the Community Management office prior to installation. Playhouses, sandboxes, swing sets will not be attached to buildings, trees, or shrubs and must not be over 8 feet in height and are only to be utilized in fenced-in rear yards. Residents are responsible for restoring their backyard to original condition upon move-out.

Tree houses and tree swings are not permitted in family housing, to include in common areas.

### **7.21 Pools/Hot Tubs**

Pools deeper than eighteen (18) inches are prohibited. Small, hard plastic wading pools no deeper than eighteen (18) inches and no larger than eight (8) feet in diameter are permitted. An adult (18 years or older) must be present to supervise pool use. Pools must be immediately drained when not in use to prevent mosquito growth, as well as any additional property liability. Pools are not to be utilized in the front of the residence; instead, they must be placed in the back of the residence or on the side of the residence if there is no backyard. All Pools are subject to be confiscated after a second violation of failure to comply with the community outlined policy. Please contact your Community Management office for questions or concerns. Hot tubs are **not** permitted.

### **7.22 Prohibited Conduct**

Prohibited conduct within the Fort Leavenworth Frontier Heritage 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, 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.

### **7.23 Reimbursement for Resident Damages**

Resident shall promptly reimburse FLFHC for any loss, property damage, or costs of repairs or service to the home caused by negligence or by improper use by Resident, Occupants or Resident's guests, unless Resident has properly made repairs pursuant to requirements or permissions set forth by FLFHC.

Such reimbursement is due at the time FLFHC makes demand. FLFHC's failure or delay in demanding any sums due by Resident shall not be deemed a waiver. FLFHC may require advance payment of repairs for which the Resident is liable. All payments are to be made by credit card, money order or cashier's check and delivered to the management office.

### **7.24 Resident Services and Facilities**

FLFHC may provide various services, equipment and facilities for Resident's use, which may include, but are not limited to fitness center facilities, business center, 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 FLFHC or its representatives. FLFHC retains the right to deny use or access to any Resident, occupant or guest who, in FLFHC's opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements.

### **7.25 Satellite Dishes**

If a telephone, cable television and internet service contract requires installation of a satellite dish to provide service, the satellite dish systems must be approved by FLFHC, in writing, prior to installation. The satellite dish must be located behind the house 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. FLFHC reserves the right to require landscaping or other screening materials provided at Resident expense in the event that satellite equipment is visible from the street. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches can be dug. All cables must be buried a minimum of 2” below the surface, up to a point less than 1’ from where the cable enters the home. Prior to the installation of ground-mounted satellite dish antenna, the Resident will arrange for all utility service lines to be located and marked; i.e. gas, water, sewer, telephone, etc. and excavation permit. Proof of locates must be presented to the Community Management office prior to proceeding.

All interior cables must be run completely within the wall cavities and/or located in attics, crawl spaces or basements and properly secured. Exposed lines are not allowed. Residents are required to remove satellite dishes and poles prior to vacating the home. Any damage resulting from the installation must be repaired. Residents are liable for any damage or injury caused by the satellite dish.

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

The Self Help Center is located at 800 W. Warehouse Road, Fort Leavenworth, KS, 66027. All Residents may pick up basic maintenance and repair items. We encourage Residents to bring the item they are replacing to ensure they receive the right style of part.

##### **Items available free of charge include:**

1. A/C filters (please have size needed)
2. Specialty light bulbs within the first 30 days of move in.
3. Batteries for smoke detectors and garage remotes only.
4. Bulk non-bagged Mulch for flower beds only

Additional items are available for purchase to complete minor in-home repairs to include, but not limited to, stove top drip pans and rings, microwave filters, blinds, towel bars, etc. Residents will be required to sign a charge sheet at the time the parts are received and will be billed by management.

#### **7.27 Snow and Ice Removal**

Frontier Heritage Communities (FLFHC) will contract to provide snow removal in residential common areas to include all residential streets. FLFHC also provides snow removal for residential sidewalks and driveways of deployed spouses that are signed up for the FLFHC deployed spouse program. Residents are responsible for prompt removal of snow and ice from Resident’s sidewalk between any common sidewalk or road and the front and/or rear door and driveways. Street parking could impede plowing, so residents are asked to move parked cars off of roadways during snow removal operations as much as possible. FLFHC will furnish snow removal services 7 days a week, including after hours, weekends

and holidays. Prior to a predicted snow event FLFHC will begin to pretreat all roadways with special attention to start/stop intersections, hills and school zones. All snow removal services commence when snowfall accumulations reach 2.0” and will continue until all snow has been removed. Services are prioritized as follows:

1. Starts, stops, and hills
2. All roadways
3. School sidewalks and crosswalks
4. Deployed spouse driveways and sidewalks
5. Remainder of sidewalks, and parking lots as time is available

In extreme circumstances due to inclement weather, when the Post closes the gates to inbound and outbound traffic, FLFHC will “make-up” for lost time by utilizing additional equipment and personnel in order to get back on schedule within 24 hours after Post gates reopen.

### **7.28 Soliciting**

FLFHC does not allow solicitors in Residential areas. Residents are asked to immediately notify the Community Management office should solicitors be seen in FLFHC housing areas.

### **7.29 Speed Limit/Operating Areas**

Speed limits within the FLFHC Residential communities are regulated by the On Post Military Police and normally are limited to 15 miles per hour in housing areas, unless otherwise posted.

Privately owned vehicles (POV) are limited to the hard surface roads. Only bicycles and pedestrians may use dirt trails and paths.

Traffic regulations on the installation are detailed in current regulations from the Military Police (CAC and Ft Lvn Reg 109-5 and Suppl 1, Military Police Motor Vehicle Traffic Supervisor and Installation Traffic Control). Consult these existing documents for information on punitive measures for traffic regulations enforceable by Military Police (such as, parking where prohibited, on sidewalks, in crosswalks, within 15 feet of fire hydrants, against the flow of traffic, and in front of public driveways).

Residents must not interfere with the parking rights of other Residents. Do not park oversized vehicles and equipment in the housing areas (i.e. 18-wheelers, tractor-trailers, dump trucks, etc.).

### **7.30 Storage Sheds**

FLFHC may, at its option, allow standard storage sheds for the Resident’s temporary use. Any Resident desiring to place storage shed on the leased premises, must obtain written approval from management prior to doing so and will be at the Resident’s expense. Sheds may only be placed in an approved location and may not be visible from the front of the home.

### **7.31 Tents**

Erection of tents is authorized only for temporary daily use. Running electric extension cords from the home to the tent for the purpose of providing electrical power is strictly prohibited.



### **7.32 Trampolines/Bounce Houses/Inflatables**

Personal owned trampolines are only to be utilized in fenced-in rear yards and must be maintained in good working order by the Resident. Trampolines are limited to 16 feet in width and must have side netting and must be secured to the ground and not secured to the fence, or any portion of the house. Trampolines should be comparable in size to the home's backyard and be located only on a flat surface. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage or for any damages that may be caused when equipment is not properly secured. Resident is to insure liability insurance coverage for use of trampolines, as well as **blow up bounce houses/inflatables**.

### **7.33 Weapons**

The use of firearms in the housing area is prohibited. All personally owned firearms and weapons that are properly licensed in accordance with Kansas state laws must be registered with the Fort Leavenworth Military Police office and stored in accordance with all applicable regulations. All weapons, to include BB guns, pistols, rifles, bows or any other weapon may be stored in the home as long as they are secured in a safe or other locked cabinet, trigger locks, and must be stored out of the reach of children. Ammunition must be stored in a separate location from the firearm. Certain weapons, such as those capable of automatic fire, may not be kept in residences even though individuals may legally possess the weapons under Kansas law. A list of authorized weapons that may be kept in residences is available through the Fort Leavenworth Provost Marshal's Office (PMO).

The inappropriate display or use of weapons or the discharge of firearms in family housing areas is considered a major violation of the Resident Occupancy Agreement and may result in an eviction action against the Resident.

### **7.34 Yard Sales**

Individual yard sales are not permitted. Post-wide yard sales sponsored, coordinated and marketed by FMWR, will be held annually, usually in the spring and residents will be notified in advance.

FLFHC and the Partnership are not liable for any misconduct, negligence, or other offenses as a result of a garage/yard sale. Resident is responsible for any damage that may result from garage/yard sale.

### **7.35 Common Areas**

Common areas are those areas between homes and throughout communities that are available for use by all tenants. All recreational equipment and/or personal items should be removed from the common areas daily. FLFHC reserves the right to remove any item(s) that are left unsupervised.

## **8. RESIDENT OCCUPANCY AGREEMENT / GUIDE CHANGES**

## **8.1 Changes in the Agreement**

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

## **8.2 No Oral Agreements**

No oral agreements may be entered into and the Resident Occupancy Agreement and Resident Guideline and Community Handbook shall not be modified unless by written amendment or addendum. This is the entire Agreement. The Resident Occupancy Agreement and its supporting documents are intended to comply with all applicable provisions of the State of Kansas's Landlord Tenant laws.

This Agreement shall be construed in accordance with such Law and the other applicable laws of the State of Kansas and all obligations hereunder are to be performed in Leavenworth County, Kansas, in which the Premises are located.