



TENANT GUIDELINES AND COMMUNITY HANDBOOK

FORT LEAVENWORTH ON-POST HOUSING

www.frontierheritagecommunities.com

FOR ALL MAINTENANCE EMERGENCIES,

DIAL 866-447-3434

LIFE/HEALTH/SAFETY EMERGENCIES,

DIAL 9-1-1

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1 GENERAL INFORMATION

1.1 Welcome Letter

Dear Tenant,

Welcome to **Fort Leavenworth Frontier Heritage Communities**.

We are genuinely grateful and thrilled that you have chosen to make your home here at Fort Leavenworth – known as the ***Best Hometown in the Army***. We understand that you had options when deciding where to relocate, and we appreciate your choice. At **Fort Leavenworth Frontier Heritage Communities (FLFHC)**, our team is dedicated to making your transition as smooth as possible and ensuring you have a wonderful experience in your new home.

This *Tenant Guidelines and Community Handbook* is designed to acquaint you with the rules and regulations governing life on Fort Leavenworth. You will find comprehensive information about housing services, policies, and procedures inside. To maintain safe and harmonious neighborhoods, we kindly request that all tenants adhere to the rules and regulations enforced by our Frontier Heritage Communities Team.

We commit to delivering exceptional customer service and will strive to surpass your expectations. If there is anything we can do to enhance your time at Fort Leavenworth, please do not hesitate to reach out to our Frontier Heritage Communities Team.

Sincerely,

The Frontier Heritage Communities Team

1.2 Locations / Hours

Frontier Heritage Communities Community Management Office

Inside the Welcome Center at 220 Hancock Avenue, Fort Leavenworth, KS

Monday through Friday, 7:30 a.m. to 4:30 p.m., except federal holidays.

Frontier Heritage Communities Maintenance Office

800 West Warehouse Rd., Fort Leavenworth, KS.

Monday through Friday, 8:00 a.m. to 4:00 p.m., except for federal holidays.

Online at: www.frontierheritagecommunities.com

Facebook: www.facebook.com/frontierheritage.communities

*Please note that office hours may change based on need.

1.3 Local Directory

Frontier Heritage Communities		
Community Management Office	913-682-6300	fhc@tmo.com
Maintenance Requests	913-651-3838	fhcmaintenance@tmo.com
Emergency Maintenance Requests	913-651-3838 / 866-447-3434	
First Responders / Emergencies		
Ambulance, Fire, Emergency Police	9-1-1	
Fire Department Non-Emergency	913-684-4172	
Military Police Non-Emergency	913-684-2111/3456	
Animal Control	913-684-5555	
Leavenworth County Sheriff	913-682-5724	
Poison Control	1-800-222-1222	
Red Cross	913-684-5251	
Child Services		
Child Development Services	913-685-5135	
Youth Activities	913-684-5118/5131	
Family Services	913-680-2200	
Child, Youth & School Services	913-684-5138	
Fort Leavenworth School District	913-651-7373	

Other Services		
Dental Clinic	913-684-5516	
Army Community Service	913-684-2800	
Army, MWR	913-684-1666	
Finance	913-684-5710	
Munson Army Health Center	913-684-6000	
Post Exchange	913-651-7271	
Staff Chaplain	913-684-4021	
Staff Judge Advocate Claims	913-684-3564	
Transportation	913-684-5656	
Veterinary Services	913-684-6510	
Post Locator	913-684-2190	
Operator Assistance	913-684-4021	
On-Post Storage	913-651-7176	
St. John Hospital	913-680-6000 / 706-864-6136	
Leavenworth County Park & Rec	913-651-2203	

1.4 Tenant Community Center: Use of Facilities

1.4.1 Community Room

The FLFHC Community Room is provided for the use of FLFHC tenants. The Community Room is available for use with a six-day advanced reservation only between the hours of 5 am and 10 pm, 7 days a week. The tenant is responsible for compliance with all FLFHC and Army regulations while using the facility. If any user violates any regulations, FLFHC is not liable, and all community center privileges will be revoked. The tenant is entirely responsible for the actions of anybody using his/her card to gain access and use of the community center. Anyone under the age of 16 must be always accompanied by an adult on the FLFHC community center property. Overnight use is strictly prohibited. Alcohol consumption by any underage individuals is strictly prohibited anywhere on the property. Kindly refer to the FLFHC Community Room Rental Agreement for guidelines and limitations.

1.4.2 Fitness Center

The FLFHC Fitness Center is available for use by FLFHC tenants. Please visit the Management Office to request an access card for the primary leaseholder in each household. No one under the age of 15 is allowed to use the fitness equipment. There will be a \$15.00 fee for each lost or stolen card. The lease signer is responsible for all actions of their family members, guests and anyone using their card for access to the FLFHC community center. All-access cards must be returned upon vacating, or a \$15.00 charge per card will be collected. Plastic water bottles with caps/lids are allowed in the fitness room only. Kindly refer to the FLFHC Fitness Room Regulations for guidelines and limitations.

1.4.3 Security Cameras

The FLFHC community center is monitored by video surveillance 24 hours a day. Any activity that is considered unsafe, inappropriate, damaging, or mischievous may result in privileges being revoked, compensatory measures, and police involvement.

1.4.4 Furniture, Decor and Equipment

The FLFHC community center furniture, fixtures, décor, and equipment is solely for use and display and is not to be moved to any other room. Damage, theft, misuse, and abuse will not be tolerated. Tenants will be responsible for the replacement or repair of any damaged or stolen items as a result of a family member, their guests, or any user of their access card.

1.4.5 Outdoor Recreation Equipment

FLFHC has provided multiple playgrounds for tenant use and enjoyment. Adult supervision is required at all times. No rough or abusive behavior is allowed. All users waive liability to FLFHC for any injuries that occur on the property.

1.4.6 Liability and Damage

FLFHC reserves the right to inspect and control all facility functions. FLFHC shall not be

liable for any damage to or loss of equipment, merchandise, or articles left in the facility. The tenant is responsible for any loss or damage to the facility, to include the building, equipment, furniture, and fixtures. Damages will be billed to the tenant at replacement cost plus labor. All community center privileges will be suspended until full payment is made.

1.4.7 General Conduct

FLFHC has a zero-tolerance policy for vandalism and theft. Loud or offensive language and behavior, or actions that threaten the enjoyment, safety or well-being of yourself or others will not be tolerated. FLFHC has provided the facility for tenant use and enjoyment, free of charge, and requires that all users respect the property and other users, use the facility responsibly, and help to maintain the facility. All users are expected to clean up after themselves and secure the FLFHC community center upon leaving.

2. RESPONSIBILITIES AND DUTIES

2.1 Landlord Responsibilities

The 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 Tenant(s) below. The landlord further agrees to comply with all applicable building and housing code requirements materially affecting health and safety.

2.2 Tenant Responsibilities

Tenants shall not destroy, deface, damage, impair, disable, or remove any part of the Premises, or modify minimum or maximum appliance or equipment set points, shall not permit any occupants, guests, invitees, licensees, or animals housed by the Tenant to do so.

2.2.1 Smoking is Prohibited

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

2.2.2 General Maintenance

Tenants are responsible for any expense incurred by FLFHC as the result of the mistreatment, misuse, or neglect of the residence and grounds. Tenants are financially responsible for damages to the residence that are not described on the Move In/Out Checklist. It is the Tenant's responsibility to report any maintenance issues to the maintenance office immediately for repair.

2.2.3 Light Bulbs / Air Filters

Light bulbs are considered consumable items. Tenants are responsible for replacing light bulbs, with the exception of bulbs used for address light fixtures. Light bulbs are available for purchase at the FLFHC Self-Help Store, which is located in the Maintenance Office at 800 W Warehouse Road. Basic fiberglass air filters should be changed every 30 days and pleated filters should be replaced every 60 days. Both types of filters can be obtained free of charge from the Self-Help Store.

2.2.4 Offensive Odors

Tenants are responsible for all expenses incurred by FLFHC to remove or repair damages caused by offensive odors in the house, as a result of cooking, pets or smoking.

2.2.5 Grounds Care

Tenants are responsible for mowing, edging, weeding, and maintaining their enclosed backyard. It is the Tenant's responsibility to promptly clear ice and snow from their driveways, their designated section of sidewalks, and exterior stairs. It is also incumbent upon tenants to keep their yards and fence line free of any trash, litter, or debris.

2.2.6 Flower Gardens

Tenants are permitted to plant flowers in raised garden beds only. Residents are responsible for maintaining these beds, ensuring they remain neat and free of weeds and grass. Tenants must remove the raised gardens and return the yard back to its original state prior to the raised flower bed being installed before move out.

2.2.7 Refuse Containers

Tenants are responsible for keeping trash and recycle containers clean, sanitary, and secure from the elements and wildlife spillage. A lost or damaged container will be replaced at the tenant's expense.

2.2.8 Bicycles, Canoes, etc.

Tenants 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.

2.2.9 Fire Safety

Fire safety should be practiced in and around the neighborhood and the home. It is the tenant's responsibility to check smoke and carbon monoxide detectors monthly. Never disconnect the smoke or carbon monoxide detectors. Tenants are prohibited from storing flammable materials in the broiler/warming drawer situated at the oven's lower section. Call the FLFHC Maintenance Office if you have any questions. See Section 4.9 of this handbook.

2.2.10 Exterior Home Maintenance

Tenants are responsible for ensuring their home's exterior is maintained, including during extended absences (unaccompanied tours, deployments, deferred travel, and personal travel). Tenants are prohibited from accessing rooftops.

2.2.11 Community Enjoyment

Tenants will enjoy the use of the premises in a manner that does not disturb other tenants or create a public nuisance. Any unreasonable noise, that disturbs the peace of the community, is prohibited. The use of power tools, yard maintenance equipment, and similar items by tenants 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.

2.2.12 Packages

FLFHC will not accept packages on behalf of tenants, nor be responsible for any packages left at a home.

2.2.13 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. The Landlord has the right to terminate the lease if the Tenant does not comply with these terms.

2.2.14 Water Pipes

To prevent the freezing and bursting of water pipes, when temperatures can drop below freezing (Oct - March) it is the Tenant's responsibility to remove all exterior hoses from spigots and ensure the valve is completely shut off. It is the responsibility of the tenant to maintain heat in the premises at a sufficient temperature to prevent water damage associated with bursting or rupturing of pipes and to ensure the safe operation of other Premises infrastructure. Tenants shall be charged for repair or drain blockages or stoppages caused by the Tenant's misuse. The Tenant's failure to properly use, operate or maintain any item for which the Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge the Tenant to cover the cost of such maintenance in accordance with applicable law.

2.2.15 Renters Insurance

The owner requires all tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability and \$25,000 personal property per occurrence. Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and the Tenant must continue to provide evidence of coverage throughout the term hereof. See Section 3.6 of this handbook.

2.2.16 Exterminating

The house is delivered pest free and routine extermination is the Tenant responsibility. For an infestation, contact the Maintenance Office to submit a work order, and a FHC maintenance technician will assess the condition to determine if professional treatment is required.

2.2.17 Basements

Tenants are prohibited from making any alterations, attempting to construct, or finish additional living spaces within the home. The basement is intended exclusively for use as a storm shelter, if necessary. Any use of the unfinished basement for purposes other than a storm shelter is solely at the Tenant's own risk.

3. OPERATIONAL INFORMATION

3.1

Every tenant must sign the Tenant Lease Agreement with Fort Leavenworth Frontier Heritage Communities II, LLC (FLFHC) before they can move into the property. If a spouse wishes to sign the Tenant Lease Agreement on behalf of the primary tenant, a special power of attorney is necessary.

3.2 Conditions of Occupancy

The Tenant 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).

3.3 Privacy Policy

No Tenant information will be released to third parties, unless requested in writing by the Tenant, 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.

3.4 Rent/Basic Allowance for Housing

For Military members of the Army, Air Force, and Navy, rent is collected through an allotment automatically using a third-party processing service once a tenant signs the MHPI Military Member Tenant Lease Agreement. Marines, Coast Guard, National Guard and Reserves will pay rent directly to FLFHC and 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 Universal Lease Agreement . 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. Lease agreements are set at twelve months, and roll over to month-to month agreements upon expiration of the original lease.

As a condition of housing, military personnel must ensure that their BAH allotment is activated for FLFHC before they will be eligible to move into a home. In the instance of deferred travel, the

family must join the service member within thirty (30) days of initial move-in date.

Occupants who are not eligible for an allotment payment such as unaccompanied geographic bachelors, foreign students, etc. will be afforded the opportunity to pay rent with a certified check, cashier's check, money order, or debit/credit card on the first of the month.

Rent is due on the first of each month and is considered late on the fifth of the month. 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 FLFHC. 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.

Rent will be prorated based on a partial month occupancy at move-in. If FLFHC is unable to collect via an allotment for the pro-rated rent, it must be paid by certified check, cashier's check, money order, or debit/credit card at the FLFHC office at the time of move-in. Prorated rent must be paid at the time of Move-In.

Rent will be prorated at move-out. If FLFHC is unable to set up the allotment for the pro-rated rent, it must be paid by certified check, cashier's check, money order, or debit/credit card at the Frontier Heritage Communities office on the first business day of the month that the tenant is vacating. Any refunds will be paid to the tenant within thirty (30) days.

3.5 Rent Collection - 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. FLFHC attempts to resolve delinquency issues by notifying the Resident in a variety of communication methods. At times, The Department of the Army oversight office (HOO) 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 5th of the month, a 3-day notice to pay or vacate may be issued on the 6th of the month.

3.6 Property and Liability/Renters Insurance

The Owner requires all tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability and \$25,000 personal property per occurrence (the "Minimum Required Insurance"). Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and Tenant must continue to provide evidence of coverage throughout the term hereof.

If Tenant fails to obtain and maintain liability insurance as required by this paragraph, Tenant

will be in violation of Tenant's obligations under this Lease. In such an event, the owner will send a written notice to Tenant demanding that Tenant cure the violation by procuring the insurance and supplying evidence of coverage to the owner. If Tenant fails to supply evidence of such insurance to Owner on or before the date set forth in the notice, Owner reserves the right to procure liability only insurance coverage on Tenant's behalf, and to charge Tenant for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$25.00. Tenant agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs the owner will incur as a result of procuring the liability insurance coverage for Tenant. The premium payment made by the owner on Tenant's behalf, and the administrative fee Owner charges to procure the insurance for Tenant, will be considered additional rent. If Tenant fails to pay for the liability insurance and/or Tenant allows the expiration or cancellation of any liability insurance policy during Tenant's tenancy, without substitute insurance being put in place, this will be considered a default under this Lease.

Tenants shall name Fort Leavenworth Frontier Heritage Communities (FLFHC), PO Box 3387, Fort Leavenworth, KS 66027 as an "Interested Party". Tenants are strongly encouraged to insure personal property in an amount sufficient to cover the tenant's property.

The Landlord has not obtained personal property nor liability insurance for the tenant. The tenant is required to obtain and maintain general liability insurance coverage of a minimum of \$100,000 and personal property insurance coverage of a minimum of \$10,000 for the duration of their tenancy at their sole cost and expense.

Tenant acknowledges being responsible for obtaining and maintaining renters' insurance at the Tenant'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, fire or any other cause where the Landlord was neither negligent nor the proximate cause of the tenant's loss.

3.7 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. Do NOT submit emergency work orders via Active Building or email. Tenants can use the Active Building App for all Routine service requests.

3.7.1 Routine Service Requests:

- **Definition:** Conditions that pose no threat to life, mission, security, or property.
- **Examples:** Broken floor tile/tear in vinyl floor covering, loose baseboard, dripping faucet, etc.
- **Response Time:** Maintenance staff will contact the tenant within 24 to 72 hours to set an appointment at the tenant's convenience.
- **Resolution Time:** The goal will be to resolve the issue within 48 hours of a verified appointment with the tenant. Depending on requirements for material or parts or the need to employ an outside contractor, completion times may be extended.
- **No routine work orders will be performed within 4 weeks of a scheduled move-out.**

3.7.2 Urgent Service Requests:

- **Definition:** Conditions that do not immediately endanger tenants or property, but could become an emergency.
- **Examples:** Range/oven failures that prevent tenants from cooking, refrigerator failure that could result in food spoilage, water heater failure, no operable toilet in the home, garage door jammed or inoperable, light fixtures/switches/receptacles not working.
- **Response Time:** Maintenance staff will respond within two hours.
- **Resolution Time:** The goal will be to resolve the issue within 48 hours of a verified appointment with the tenant. Depending on requirements for material or parts or the need to employ an outside contractor, completion times may be extended.

3.7.3 Emergency Service Requests:

- **Definition:** Conditions which present an immediate threat to life, mission, security or property.
- **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, flooding, etc. **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.
- **Response Time:** On-site maintenance staff will respond within one hour.
- **Resolution Time:** 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.

3.8 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. Tenants 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.

Tenants are encouraged to contact the maintenance office at 913-651-3838, if there are any questions concerning maintenance issues. Tenants can also contact the Community Management Office at 913-682-6300 for additional assistance.

During the hours of 8:00 a.m. to 4:00 p.m., Monday thru Friday, all maintenance calls will be answered by a team member at the FLFHC Maintenance Office, located at 800 W. Warehouse Road, Fort Leavenworth, KS. FLFHC has a professional call center, manned by a live person, answering telephone calls after normal office hours, weekends and holidays that tenants 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 tenant's home in the event the tenant is not present when the service technician arrives to make the requested repairs. If permission to enter is not granted, the tenant has the option of scheduling AM (8:00 a.m.-11:30 a.m.) or PM (12:30p.m.-4:00 p.m.) appointments. If the scheduled appointment time is canceled or missed, FLFHC staff will make three attempts to contact the tenant by telephone to complete the repairs.

If FLFHC is not able to contact the tenant after three attempts the work order will be canceled and a notice will be left for the tenant.

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.

3.9 Maintenance Survey

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

3.10 Refuse/Recycling

Containers will be provided to each residence for trash (1) and recycling (1). Trash, recycling, and bulk trash will be picked up curbside by an FLFHC contractor once per week, on Wednesdays. 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.

Tenants can also obtain a copy of the schedule from the Community Management office. Failure to properly store containers may result in a lease violation.

A **Household Hazardous Product Collection Point** is located at the DPW Environmental Office/Bldg. 80 at 810 McClellan Ave. Tenants 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, 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 do not leave any trash on the ground.

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

4. MOVE-IN / MOVE-OUT RESPONSIBILITIES

4.1 Move-In Inspection

The tenant will complete a Move-In Inspection within 7 days of moving into the residence. Tenants may request a FLFHC staff member to conduct the inspection with them. The Move-In Inspection Report will be completed to 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 tenants will not be held responsible for any pre-existing conditions when they move-out.

4.2 Termination/Vacate Notice

Tenants are required to provide 30 days prior written notice to FLFHC before vacating the residence, unless untimely PCS orders or an emergency occurs. If 30 days' notice is not given, Tenants are responsible to pay Frontier Heritage Communities rent charges equal to 30 days from date notice is given. Tenants can obtain the notices to vacate form from a staff member in the community management office.

4.3 Early Lease Break

The Military Tenant Lease Agreement has an initial one (1) year term, and will continue on a month-to month basis thereafter. The Civilian Tenant Lease Agreement is a 12-month term. In the event the Tenant Lease Agreement is terminated early without proper cause, the tenant is responsible to pay Frontier Heritage Communities rent charges equal to 30 days from date notice is received or until the full term of the lease expires.

4.4 Cleaning Requirements (Vacating Premises)

The tenant is responsible for leaving the home in a clean condition, free of any trash or personal items, 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 FLFHC provides the cleaning guidelines when a Notice to Vacate is submitted or upon request.

Carpet cleaning: A receipt must be provided from a licensed carpet cleaning company or the tenant may choose to use the Pay and Go option for carpet cleaning.

All flooring surfaces are to be cleaned. Any stains or damage to carpet or flooring not noted on the move-in inspection sheet may incur a charge to the tenant at time of final move-out inspection. 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. Carpets must be completely DRY prior to your final inspection. If a tenant has a pet, an approved non-masking odor neutralizer must be used during the carpet cleaning. A flea treatment must be used for homes with pets. Any house that has heavy odors at time of move out will incur charges for odor. Call FLFHC Maintenance Office for fee information.

4.5 Normal Wear and Tear

Repairs or replacement of equipment provided by FLFHC, due to normal wear and tear, will be at FLFHC's expense. Tenants 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 tenant. A damage cost sheet showing typical charges can be obtained from the Community Management office.

4.6 Move-Out Inspection

The leaseholder is required to accompany the FLFHC representative during the final Move Out inspection when everything is out of the home and has been restored to the initial move in condition. All tenant property must be removed from the property before the final move out inspection.

4.7 Transfer requests

Current tenants 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. Tenants 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. Tenants are 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.

5. CARE OF HOMES

5.1 Alterations

Residents are not permitted to make any alterations or additions to the residences or grounds without prior written approval from FLFHC.

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 FLFHC, using an Exception to Policy form. All work performed by FLFHC to accommodate any alteration is subject to charges for labor and/or parts required. Structural modifications may be significantly limited in homes with historical designation.

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.

FLFHC recognizes that tenants are not required to identify accommodation needs at the time they apply for housing but may later choose to identify accommodation requirements. FLFHC also recognizes that accommodation needs may change after initial occupancy. Families with special accommodation needs may request in writing, at any time during occupancy, that community management consider accommodations to improve their housing experience.

5.2 Exterior Condition/Appearance

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

- Front lawns are to be kept clean, orderly and free of any equipment, trash or items that may be unsafe.
- Driveways and sidewalks will be free of new oil stains, marks and writing.
- No interior furniture left outside (upholstered couches, kitchen chairs, etc.)

- Play equipment will be placed BEHIND the home, inside the fenced area, so as not to be visible from the front of the home.
- Recreational equipment must be removed from the front lawn when not in use.
- Yard art and outside décor must be kept in clean and orderly condition. Excessive use of yard art and décor will not be permitted.
- Lawn signs (also known as yard signs, placards, political signs, small advertising signs, etc.) are not permitted within FLFHC housing areas.
- Trees and utility poles will not be used to install dog runs, signs, basketball goals, swings, and similar items.
- 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.
- Trash bins or debris will not be allowed to accumulate near the homes.
- The use of any extension cords must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards. Cords may not be stretched across yards, driveways, streets, and/or sidewalks.
- Exterior painting of home is not authorized.
- Dog houses must be within a fenced area and may not be visible from the front of the home.
- Tenants will be charged for replacement cost of outside AC units (condensers) damaged due to pet urine located in fenced backyards.

5.3 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 and side yard of all residences in order to keep consistency throughout the community. Tenants 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.

Tenants 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 tenants wish to maintain their own lawn to include flower beds, they are required to place a reflective No Mow stake in the yard and flower bed. Reflective No Mow stakes may be picked up for a minimal fee of \$5 per pair during normal business hours at the Self-Help Store. Those tenants 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 tenant does not maintain flower

beds, shrubs, or back yard mowing to FLFHC standards, the tenant will be charged for any lawn maintenance services performed in these areas.

5.4 Fences

Tenants that do not already have a fence installed and desire to have one installed must obtain written approval from FLFHC in advance. All Tenant-installed fences approved by FLFHC will be maintained by the Tenant and must be removed prior to vacating the home. **Tenants are not allowed to paint, attach items such as satellite dish or trampolines, or alter community-installed fencing in any way**

All tenant-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, must be 4-foot-high, black-coated, or silver chain link only and must have one access gate. FLFHC must approve the vendor for installation.

5.5 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 painted back to original color prior to 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.

5.6 Maintenance and Repair

Tenants shall promptly report 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 (occupied fenced back yards excluded). Surface mildew on exterior doors, including storm doors is a housekeeping issue, and it is the Tenant'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 tenants are responsible to replace regularly. FLFHC will make all reasonable repairs (subject to Tenant's obligation to pay for damages for which Tenant is liable) and subject to the covenants undertaken by the Tenant above. Although FLFHC agrees to comply with the above requirements, failure to do so will not be grounds for Tenant's termination of the Agreement unless Tenant has given FLFHC written notice of the defective

condition and FLFHC has failed to remedy the condition within 30 days. Tenant may not terminate the Agreement of Tenant, a member of Tenant's family or some other persons on the Premises with Tenant's consent intentionally or negligently causes the defective condition. Such defective conditions will be repaired at Tenant's expense.

5.7 Pest Control

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 FLFHC Maintenance office at 913-651-3838 to schedule a pest control inspection. Your home may be scheduled to be serviced by our licensed pest control contractor. Should a family member have a medical condition that would be aggravated by commercially applied pest control products, please notify FLFHC immediately. FLFHC will ensure that any pest control applications requested during occupancy will be sensitive to the family's needs. FLFHC maintains a log for each residence indicating when the premises were last treated and with what chemicals. This information will be provided upon request.

5.8 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. Tenants 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.

5.9 Moisture, Mildew, and Mold, and Suspected Fungal Growth (SFG)

Mold is a normal occurrence in outdoor and indoor air. When building materials have become moist or water-damaged due to excessive humidity, chronic leaks, condensation, water-infiltration or flooding, mold may grow and become apparent as visible discoloration of surfaces or through the detection of "musty" odors. Helpful information on prevention of mold growth is provided in the "Tenant Tip Sheet on SFG." Any visual suspected fungal growth must be immediately reported to the FLFHC Maintenance Office.

Tenant can help minimize SFG in their home by taking the following actions:

- Dry up any excess water immediately.
- Use a pre-installed bathroom vent fan when bathing or showering.
- In lieu of vent fans, opening windows may also reduce humidity in bathrooms.
- Close windows when there is rainy weather, or when humidity is high.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windowsills, and windows.
- Always maintain household temperature between 50°F and 80°F, even while on extended

vacations.

- Clean and dust the residence on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Regularly clean and dry walls and floors around sinks, bathtub, shower, toilets, windows, and patio doors using a common household disinfecting cleaner.
- Use exhaust fans in your kitchen when cooking.
- Do not overfill closets or storage areas – ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- **IMMEDIATELY** report to the FLFHC Maintenance office any evidence of a water leak or excessive moisture in your house, storage room, garage, or any common area.
- **IMMEDIATELY** report to the FLFHC Maintenance office any evidence of suspected fungal growth that cannot be removed by simply applying a common household cleaner and wiping the area.
- **IMMEDIATELY** report to the FLFHC Maintenance office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. Do not block or cover any of the heating, ventilation, or air-conditioning ducts in your residence.
- **IMMEDIATELY** report to the FLFHC Maintenance office any inoperable windows or doors.
- **IMMEDIATELY** report to the FLFHC Maintenance office any musty odors that you notice in your residence.

5.10 Smoke/Carbon Monoxide Detectors

Tenants, occupants, and visitors present with Tenant's consent shall not disable, disconnect, or remove batteries from smoke detectors. Tenants shall replace smoke detector batteries and immediately report any malfunctions to the Maintenance office. Tenants will be responsible for any loss or damage from fire, smoke, or water if that condition arises from the Tenant disconnecting, damaging, failing to replace a battery, or failing to report malfunctions to the Maintenance office. Smoke detector batteries can be picked up at the self-help store free of charge.

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 Tenant agrees that they are safe and acceptable, subject to FLFHC's duty to make needed repairs of the same upon written request of the Tenant. In homes that have over the range fire suppression systems installed in them, the tenant 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. Tenants should never leave any items on the stove or in the oven unattended. Tenants are prohibited from storing flammable materials in the broiler/warming drawer situated at the oven's lower section.

5.11 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.

6. SAFETY GUIDELINES

6.1 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.

6.2 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. Tenants 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 tenant or child at any time.

6.3 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, however tenants may purchase their own.

6.4 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.

6.5 Security Devices/Additional Door Locks

Any additional locks desired by Tenant may be installed at Tenant's expense only after prior written approval from FLFHC as an alteration (See 4.1). In the event a tenant wishes to install additional locks or wireless alarms and cameras in their home, they are responsible for obtaining the proper approval from the local post authorities and FLFHC. Tenants 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 Tenant 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 Tenant expense.

In homes where deadbolts are not currently installed on exterior doors, the tenant 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 tenant 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. Tenant is responsible for all expenses relating to the purchase and installation of alarms.

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

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

6.6 Security Guidelines

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

7. UTILITIES

7.1 Utilities Provided/RCI Energy Conservation Program

Electric, gas, water services and trash removal, as listed in the Universal Lease Agreement as utilities; in most cases the 'reasonable' amount of these utility services are included in the

military Tenant'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 Tenant'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.

Tenants 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 tenants are required to follow the guidelines of this program.

7.2 Energy Conservation

Tenants 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 tenants 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 tenant can conserve and reduce energy consumption without sacrificing comfort.

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

7.3 Utility Malfunctions

Tenants 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.

7.4 Telephone, Cable Television and Internet Service

Telephone, cable television and internet service are provided by one or more independent contractors not associated with FLFHC. Tenants 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 tenant. 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.

8. 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.

8.1 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 Tenant's consent, except in the case of an emergency.

8.2 Animal Control

Stray animal control is provided by the Department of Public Works (DPW) at Fort Leavenworth for outside of homes. Fort Leavenworth DPW animal control services can be reached at 913-684-5555. Tenants will incur costs if pets are impounded to Stray Facility.

8.3 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. Tenants agree 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 or at your residence. 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) are prohibited on public roads and trails on Fort Leavenworth.

8.4 Basketball Backboards / Soccer and Hockey Goals

Portable basketball backboards, hockey and soccer goals, and other portable recreation equipment are authorized in the family housing areas. Basketball backboards may not be attached to any housing structures such as homes, garages, utility poles, fences or trees. Backboards also cannot be affixed to permanent or semi-permanent free-standing poles. Portable recreation equipment 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. Court markings are to be painted onto the ground or playing surface. Portable basketball goal and all associated equipment must be maintained in good condition at all times.

8.5 Changes in Tenant Status

If, at any time after entering into tenancy, the tenant dies, is discharged from military service, or has a change in dependent or marital status, the Universal Lease Agreement 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 tenant is required to provide immediate notice of any such change in eligibility status.

If the Tenant is honorably discharged from military service, the Tenant 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 tenant is required to provide immediate

notice of any such change in eligibility status. Tenants 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 Tenant's dependent or marital status changes, Tenant is required to immediately notify FLFHC of any such change in eligibility status. If Tenant becomes ineligible for family housing, the Tenant and eligible dependents may continue to occupy the home for up to thirty (30) days. If Tenant does not immediately notify FLFHC of any change in eligibility status, Tenant is liable for paying the market rate rent for a comparable off-post home, calculated from the time the Tenant 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.

8.6 Military Preliminary Dispute Resolution Process

As a valued tenant of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

8.6.1 Submit a complaint in writing to the Community Director

To initiate the preliminary dispute resolution process, you must:

Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.

Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.

Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.

8.6.2 Elevate your complaint to the Regional Representative

If you are not satisfied with your Community Director's response to your complaint, you must make a written request to your Community Director that your complaint be elevated to the Regional Representative.

Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction. Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above *before* pursuing the informal dispute resolution process through the Army Housing Office. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the Army Housing Office., does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease, which will be provided upon request.

8.7 Eviction/Involuntary Termination of Agreement

FLFHC management will be the approving authority on all involuntary terminations for misconduct or violations of Tenant responsibility guide requirements by military members, family members and guests. Except in situations involving manifest danger or threats to the health and safety of tenants or their guests, acts of misconduct or violations of Tenant 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 Tenant in accordance with state and local law for violations of the Agreement. The following action by a Tenant or a Tenant's guest(s) may result in eviction:

- Action/neglect affecting or threatening to affect the health or safety of other tenants and/or FHC employees of the community.
- Action/neglect resulting in significant damage to the home(s) or common areas provided by FHC.
- Action/neglect which substantially interferes with the right to quiet enjoyment of other tenants of the community.
- FLFHC will also advise the Army Housing Oversight Office of such instances and resulting action.

8.8 Exception to Policy

An Exception to Policy (ETP) is needed when a tenant wishes an exception to the policies included in this document. In the event a Tenant wishes to ask for an ETP, the Tenant can pick up an Exception to Policy form from the Community Management office and return it to the Tenant Specialist. Tenants 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 Tenant feels the issue has not been adequately resolved and feels there are circumstances that warrant an exception to policy, the Tenant 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 tenant must complete the Exception to Policy form and attach a written request. A written notification of the final decision will be provided to the tenant.

8.9 Extended Absence

Tenants 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.). Tenants may also consider notifying the Military Police on post so they can provide increased vigilance on the residence in their absence. Leave the refrigerator on, and HVAC set at no less than 60 degrees during cold weather and no more than 80 degrees in warm weather. Any damages to the home resulting from non-compliance are the responsibility of the tenant.

8.10 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 Tenant, FLFHC will not give the Tenants key, allow access to persons not listed as additional Tenants on the Occupancy Agreement, or release the Tenant's possessions unless FLFHC receives written authorization from the Tenant or from a fully authorized, legally designated representative (i.e. valid Power of Attorney), unless directed otherwise by a court of competent jurisdiction.

8.11 Failure to Repair

Where FLFHC has a duty to repair or remedy a condition that materially affects the physical health or safety of a Tenant, the Tenant 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 Tenant has given FLFHC prior written notice to repair or remedy a condition which materially affects the physical health or safety of a Tenant;
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. Tenant has given subsequent written notice to FLFHC stating that the Tenant 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. Tenant is not delinquent in the payment of rent when both of the notices were given.

8.12 Family Child Care in the Home

Family housing can be used as an authorized Family Child Care (FCC) home. Tenants 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 Tenants who have successfully completed the FCC requirements are eligible to function as a Family Child Care Home in FLFHC communities. Tenants providing FCC in their homes agree to hold FLFHC harmless against action arising from the use of their home as an FCC facility. The cost of adding any equipment or service required to use the home as an FCC facility is the responsibility of the tenant. Any modifications or alterations to the home required for certification for FCC must be requested in advance and made in compliance with the Universal Lease Agreement, and if applicable, may need to be sent to the State Historical Preservation Office also for approval of the modification. The tenant 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.

8.13 Guests and Visitors

Tenants 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. Tenants 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 tenant 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. Tenants are not permitted to sublease their premises in whole or in part or take in boarders or guests making payment to tenants.

8.14 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 tenants 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 tenants 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. Tenants are reminded that homes have limited amp circuits and care must be taken to prevent overloading.

8.15 Home Business

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

8.16 Lockout Services

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

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

8.17 Noise/Quiet Hours

Fort Leavenworth Tenants will enjoy the use of the Premises in a manner that does not disturb other Tenants 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, tenants 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 tenants of other homes.

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

8.18 Parking

Parking is permitted only on paved surfaces in designated parking areas. Parking on lawns, planted areas, sidewalks and patios is strictly prohibited. Recreational vehicles, boats, boat trailers, trailers, commercial trucks, or vehicles with more than 4 wheels 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 48 hours for cleaning, loading or unloading. If the tenant 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.

8.19 Pet Policy

8.19.1 Pet Application

All tenants who own pets (defined as a domesticated animal such as dog, cat, fish, caged birds, or hamsters) must complete a Pet Addendum and/or Service Animal or Assistance Animal Request Addendum as a condition for having the pet in Frontier Heritage Communities. FLFHC has the right to refuse to allow any pet it determines to be “vicious” (i.e. any animal which by virtue of its breeding, training, characteristics, behavior or other factors the owner or custodian thereof knows, or has reason to know, has a propensity, tendency or disposition to attack unprovoked, to cause injury). FLFHC has the right to terminate the Pet Addendum and/or the Service Animal or Assistance Animal Request Addendum, which is an attachment to the Tenant Lease Agreement if the covered pet does not meet the requirements of these Pet Rules and Regulations. Raising animals for commercial purposes is prohibited. Operating a commercial kennel is prohibited. Pets will be limited to domesticated dogs, cats, fish, hamsters, as well as caged birds.

8.19.2 Pertinent Definitions

Pets are defined as a domesticated animal such as a dog, cat, bird, guinea pigs, hamsters or fish ordinarily kept in the house for pleasure or companionship, rather than commercial purposes. Livestock, wild animals, domesticated game animals, and exotics, such as reptiles, rodents, ferrets, hedgehogs, skunks, rats, raccoons, squirrels, pot-bellied pigs, monkeys, arachnids, birds of prey, or any farm animals are not considered pets.

Animals trained and certified to assist handicapped tenants are not considered to be pets, but rather are considered service animals, in accordance with Army Directive-Guidance on Service Animals on Army installations. These animals will not be restricted or limited by the restricted breed policy.

In the event a pet that is currently registered is sold or given away, the original owner will obtain a transfer of ownership. If the pet remains on post, the new owner must register the pet in accordance with this policy. If the pet is purchased by or sold to a family off post, the address of the new owner will be required by the Frontier Heritage Communities office to verify transfer of ownership.

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 Tenant's liability for damages, cleaning deodorizing, flea treatments, replacement and/or personal injuries, as herein further specified. No pet will be permitted in on post housing that is included on the breed restriction list without proper exception to policy approval. (See paragraph 3.D below).

Frontier Heritage Communities will inspect any homes that pets have damaged and assess the damages. All damages are to be paid in full within 30 days of invoicing. FLFHC can demand a deposit be held against the home after damages have occurred. Failure to pay damages or deposits will result in eviction proceedings.

8.19.3 Registration of Pets

Any tenant who owns a pet must complete a Pet Addendum and/or a Service Animal or Assistance Animal Request Addendum and must register and provide proof of vaccination for dogs and cats within five (5) working days with the post Veterinarian Clinic.

Tenants are required to attach the tag(s) to the pet's collar, which must be worn at all times when the animal is outside the tenant's home.

8.19.4 Breed Restriction List

The following animals are not allowed in the Community or to be kept by Tenants in their individual housing in the Community at any time:

- Dogs of the following "restricted breeds" (to include any dog with a mix of any such breeds): Pit Bulls (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), or Rottweiler, Doberman Pinschers, Chows, and wolf hybrids.
- Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:
- Unprovoked barking, growling, or snarling when people approach; aggressively running along fence lines (if applicable) when people are present; biting or scratching people or

other animals; or escaping confinement or restrictions to chase people.

It is the Tenant's responsibility to provide Frontier Heritage Communities with certified breed determination documentation when deemed necessary by management.

8.19.5 Removal of the Pet

A pet may be removed from the residence by the post's military police because of Tenant complaints or if the pet(s) has displayed aggressive, menacing, or vicious behavior. This is also true if the pets are a nuisance, abused or neglected. Complaints may be registered with either the Frontier Heritage Communities office or the Military Police. If the complaint is made to FLFHC, the Community Director will review the complaint and determine the necessary action to remedy the situation. The Community Director may require that the tenant remove the animal if the complaint is found and cannot be resolved to the satisfaction of FLFHC.

When the Military Police receives a report of these circumstances, the circumstances will be addressed by the Post Veterinarians accompanied by Military Police. Communication with the post military police will also be made by the Community Director to ensure that all parties work together toward an amicable resolution of the issue. In the case where the tenant refuses to correct the situation or to remove the offending pet(s) from the residence, they will be required to vacate their unit.

8.19.6 Pets Outside the Residence

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. Tenants must dispose of pet waste daily in their fenced backyards. Pets may be housed in the tenant'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.

Compliance with all sanitary regulations and the necessary maintenance of the area where the animal is kept is mandatory and the direct responsibility of the pet owner. Tenants are responsible for disposing of pet waste both inside and outside their yards. Tenants may be fined a minimum of \$25 for not cleaning up property after pets. Tenants who walk their pets must carry a plastic bag or other appropriate container to retrieve and dispose of any waste. Tenants owning or keeping animals at FLFHC are responsible for all damages caused by their pet(s).

8.19.7 Leaving Pets Unattended

Pets are not to be left unattended within the residence for more than ten (10) hours at a time. If the pet(s) are kept outside; they should not be left out or unattended for more than twelve (12) hours.

Housing pets permanently outdoors is not allowed. Adequate shelter (i.e. shelter capable of providing shelter from excessive wind, rain, snow, or temperatures above 80 °F or below 50 °F), fresh water, and food must be provided. It is the responsibility of the pet owner to establish proper care and provide alternatives for the possibility that the pet owner may be away from the home.

In any circumstance where the military police have been called to handle a complaint or when an animal is found as a stray, nuisance, menace or neglected, the owner will be investigated by military police and the animal evaluated by the post veterinarian. The owner is required to comply with any requirement as deemed necessary by the military police or post veterinarian. In most cases, the owner will be given fourteen (14) days to correct the situation and will then be reevaluated by military police, the post veterinarian, and Frontier Heritage Communities. In severe cases of abuse or neglect as determined by the military police and post veterinarian, the animal will be removed from the residence and the owner will be responsible for all costs incurred. The animal may or may not be returned to the owner once the investigation is complete. Written complaints received by FLFHC will result in investigation by the Community Director and, when substantiated, a Notice of Violation will be issued to the Tenant. Repeated lease violations may be cause for termination of the Tenant Lease Agreement by Frontier Heritage Communities.

8.19.8 When Pets Die

If a pet dies while living on post, the tenant may contact the Post Veterinarian regarding disposal of the remains. The owner of the pet is responsible for the cost of disposal. Frontier Heritage Communities and Fort Leavenworth prohibits burying animal remains on post grounds.

8.19.9 Emergency

An emergency exists if a pet becomes vicious or demonstrates peculiar behavior that is documented as unsafe or dangerous to people or property. A pet owner is to designate an emergency contact within five (5) days of move-in to take responsibility for the pet in the event of an emergency and the pet owner is unavailable.

8.19.10 Basic Requirements

- a) All pets must be inoculated according to post regulation and local law.
- b) All pets must be licensed and micro chipped according to post regulation and local law.
- c) Four (4) pets per home are permitted. Fish (no longer than 20-gallon tank), guinea pigs and hamsters will be an exception to this policy unless they are deemed a hazard or

nuisance.

- d) Noisy pets that whine or bark to a level that disturbs neighbors may be deemed a nuisance. Tenants are responsible for the actions of their pets and must take corrective action so as not to infringe on the peace and quiet of the neighborhood.
- e) The tenant will maintain proper sanitary conditions in their home. It is the pet owner's responsibility to control odors and to remove pet waste daily.
- f) All pets must be free of fleas or other pests. Certification of extermination for fleas will be required if an infestation service order has been received, or fleas are suspected due to complaints of infestation by immediate neighbors. The written complaints will be reviewed by the Community Director who will monitor the situation and communication with all parties involved. If extermination is deemed necessary by the service contractor, the cost will be charged to the Tenant account unless they provide their own receipt for professional extermination.
- g) Solid waste from litter boxes must be removed daily and disposed of by placing in a strong plastic bag which should then be placed in a trash container with a lid that secures, to reduce odor. Litter boxes must be changed twice per week to reduce odor and possibility of the pet using an alternative area for waste that is not a litter box.
- h) Dogs must be taken out as needed and their waste disposed of properly so as to not create unsanitary conditions in or out of Tenants' yards.
- i) Waste must be removed and disposed of in trash receptacles at home (as described in (h) above) or if walking or running with their pet in the housing areas, in trash receptacles located throughout those areas. Tenants may be fined a minimum of \$25.00 for not cleaning up properly after pets. In the event that the tenant does not remove the pet waste from their yard area, maintenance will remove the waste at a minimum charge of \$50.00 per occurrence.
- j) The Frontier Heritage Communities office reserves the right to schedule an inspection of any home for adherence to cleanliness standards due to the existence of pets in the home.
- k) Pet owners agree to abide by these Pet Rules and Regulations.

8.19.11 Due Process

In case of emergency, as defined in these Rules and Regulations, Frontier Heritage Communities will contact the proper authorities to have the pet removed. FLFHC will not be liable for any steps taken by the proper authorities. The pet owner will be responsible for any fines, fees, or related expenses because of the actions of their pet.

If the Community Director determines that the pet has become a nuisance, he/she will notify the pet owner, in writing, via first class mail along with a hand delivered copy. If the tenant is not available, a notice will be slipped under or attached to their door. The notice gives the Tenant ten (10) days to arrange a meeting with the Community Director to resolve the problem. If it is determined that the pet must be removed, a notice will be given to the tenant via first class mail along with a hand delivered copy. If the tenant is not available, the notice

will be slipped under or attached to their door. This notice will give the tenant ten (10) days from the date of notice to remove the pet. If at the end of the ten (10) days the pet owner has not removed the pet, FLFHC will issue a thirty (30) day eviction notice based upon material non-compliance with the Rules and Regulations and substantial lease violation.

The pet owner is responsible for all charges arising from action taken as a result of their pet including but not limited to attorney's fees, court fees or other related expenses. If demand for payment of said charges is ignored or refused by the pet owner, FLFHC will deliver a ten (10) day notice of past due charges. If at the end of ten days the past due charges are not paid, a thirty (30) day eviction notice will be delivered via first class mail, as well as by hand, based on material non-compliance and substantial lease violation.

If the pet owner repeatedly fails to provide proper care for their pets, as determined by Frontier Heritage Communities or a Veterinarian Office, the designee as provided by the pet owner on application will be contacted by mail to remove the pet. If a designee cannot be contacted or does not respond, FLFHC will place the pet in the Military Police Stray Facility for a period not to exceed thirty (30) days. During that thirty (30) day period, contact and resolution will be attempted again with designee and pet owner. FLFHC will not be responsible for the well-being of the animal or the cost incurred during the thirty (30) day period while the animal is placed in this facility. At the end of the thirty (30) day period, the pet will be turned over to the proper authorities who will determine its disposition; FLFHC will not have responsibility for further notification of the pet owner or for the pet after this thirty (30) day period.

If a tenant who PCSs to another duty station, retires or completes their service obligation and then abandons their pet(s) upon departing the installation, the military police will be notified and a citation may be issued for abandonment of pet(s). In addition, the service members gaining command may also be notified and the cost for final disposition of the pet(s) may be levied on the service member.

8.19.12 Damages

FLFHC will determine if additional cleaning or replacement of flooring, drywall, paint, blinds, doors, trim, grass, etc. is necessary, at the tenant's expense, due to the presence of, or damage by, pets in the home.

8.20 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. Tenants 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.

8.21 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.

8.22 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 Universal Lease Agreement and may result in eviction.

8.23 Reimbursement for Tenant Damages

Tenant 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 Tenant, Occupants, or Tenant's guests, unless Tenant 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 Tenant shall not be deemed a waiver. FLFHC may require advance payment of repairs for which the tenant is liable. All payments are to be made by credit card, money order or cashier's check and delivered to the management office.

8.24 Tenant Services and Facilities

FLFHC may provide various services, equipment, and facilities for Tenant'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.

Tenant 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 tenant, 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.

8.25 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 Tenant 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 tenant 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. Tenants are required to remove satellite dishes and poles prior to vacating the home. Any damage resulting from the installation must be repaired. Tenants are liable for any damage or injury caused by the satellite dish.

8.26 Self-Help Equipment and Supplies

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

Items available free of charge include:

- A/C filters (please have size needed)
- Specialty light bulbs *within the first 30 days* of move in
- Batteries for smoke detectors and garage remotes only
- 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. Tenants will be required to pay for the items upon receipt.

8.27 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. Tenants are responsible for prompt removal of snow and ice from Tenants' sidewalk between any common sidewalk or road and the front and/or rear door and driveways. Street parking could impede plowing so tenants 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.

8.28 Soliciting

FLFHC does not allow solicitation of any kind. Tenants are asked to immediately notify the Community Management office should solicitors be seen in FLFHC housing areas.

8.29 Speed Limit/Operating Areas

Speed limits within the FLFHC Residential communities are regulated by the Fort Leavenworth 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).

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

8.30 Storage Sheds

FLFHC may, at its option, allow standard storage sheds for the tenant's temporary use. Any Tenant desiring to place storage shed on the leased premises, must obtain written approval from Community Management Office prior to doing so and will be at the Tenant's expense.

Sheds may only be placed in an approved location and may not be visible from the front of the home.

8.31 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.

8.32 Trampolines/Bounce Houses/Inflatables

Personal owned trampolines are only to be utilized in fenced-in backyards and must be maintained in good working order by the tenant. 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. Tenants 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. Tenants are to ensure liability insurance coverage for use of trampolines, as well as blow up bounce houses/inflatables.

8.33 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 Universal Lease Agreement and may result in an eviction action against the tenant.

8.34 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 Tenants will be notified in advance. FLFHC and the Partnership are not liable for any misconduct, negligence, or other offenses because of a garage/yard sale. Tenant is responsible for any damage that may result from garage/yard sale.

8.35 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.

8.36 Violations

1st Violation - A door hanger violation notice is issued to the resident, specifying the address, date of violation, required correction date, and a brief description of the issue. The resident has three (3) business days to address the violation. Extensions may be granted in cases of inclement weather.

2nd Violation - A door hanger violation notice is issued to the resident, specifying the address, date of violation, required correction date, and a brief description of the issue. The resident has three (3) business days to address the violation. Extensions may be granted in cases of inclement weather.

3rd Violation - A door hanger violation notice is issued to the resident, specifying the address, date of violation, required correction date, and a brief description of the issue. The resident has three (3) business days to address the violation. Extensions may be granted in cases of inclement weather.

Failure to correct after 3rd Violation - A letter from Housing will be issued to the resident, detailing the address, date of violation, required correction date, and a brief description of the issue. The letter indicates that if the violation is not resolved within one (1) business day, further violations may lead to a referral to Garrison Command for corrective action, potential changes in tenancy conditions, or eviction proceedings. Extensions may be provided in cases of inclement weather.

8.37 Drones

Operating drones outdoors on Fort Leavenworth is prohibited.

8.38 EV Charging

Tro Energy Solutions is your military housing approved provider for Level 2 charging, including installation, use, and maintenance for your on-base residence with 24/7 customer service availability. Level 2 EV charging is safe, efficient, and quicker than most in-home charging alternatives - taking on average 4 hours to reach a full charge (vehicle dependent).

According to the terms of military policy, leasing agreements, and/or the Community Guidelines, alternate methods of EV charging, including use of extension cords/220 plugs, in military housing communities are prohibited. Please note that the privatized military housing partner for your community does not receive payment, other than a reimbursement for EV kWhs used.

Tenants must use Tros Energy Solutions for their EV charging infrastructure. Charging EVs from household outlets is prohibited. Guidelines are detailed in the EV Charging Lease Addendum.

9. Universal Lease Agreement

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

9.2 No Oral Agreements: No oral agreements may be entered into and neither the Universal Lease Agreement nor this handbook shall not be modified unless by written amendment or addendum.

This is the entire Agreement. The Universal Lease 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.