Resident Responsibility Guide

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Dear Resident,

Welcome to The Villages of Benning!

Thank you for choosing to live at The Villages of Benning. We realize that relocation can be very stressful, but our management team will do everything possible to ease the stress of moving and help you enjoy your new home to the fullest.

This Resident Responsibility Guide is written to introduce the rules and regulations for the communities located throughout Fort Benning. We believe that every fine community must have rules to ensure safe and peaceful neighborhoods in which to live and raise your family. By observing these regulations, Residents will find their community a more desirable place to live.

Additionally, this Resident Guide explains housing policies, procedures, and services. In these sections you will find information to help you understand our mission and the standards of service we strive to deliver.

Please note that the sole purpose of this Guide is to protect you and your neighbors from practices that would be detrimental to your stay and the overall community. The Villages of Benning personnel are obligated to enforce these regulations and we ask that you comply with their requests. Please give us an opportunity to be of service and we will do our best to exceed your expectations.

Thank you in advance for your residency with us and please do not hesitate to let us know if there is anything we can do you make your time at The Villages of Benning more enjoyable.

Sincerely,
The Villages of Benning Team
Management Office Contact Information:

- Bouton/Davis Village: 706.685.3940 or DavisBouton@themichaelsorg.com
- Custer/Upatoi Village: 706.685.3930 or Custer@themichaelsorg.com
- East Main Post/Upatoi Village: 706.685.3925 or Eastmain@themichaelsorg.com
- Indianhead/Mcdonald Village: 706.685.3933 or Indianhead@themichaelsorg.com
- McGraw Village: 706.685.3935 or McGraw@themichaelsorg.com
- Patton Village: 706.610.5500 or Patton@themichaelsorg.com
- Porter Village: 706-864-0486
- Maintenance Requests (24-Hours): Benning 706-685-3929/Porter Village 888-927-1384
- FBFC Welcome Center: 706-685-3939
Website: www.villagesofbenning.com Facebook: www.facebook.com/villages.benning

Frequently Called Numbers

### Fort Benning
Ambulance, Fire and Emergency Police: 911
Army Community Service: 706-545-5516
Army, MWR: 706.545.7978
Child Development Center: 706-544-1623
Dental Clinic: 706-544-2051/2052
Martin Army Community Hospital:
  - Emergency 706-544-1123
  - Appointments 706-544-2273
  - Poison Control 1-800-282-5846
Family Support: 706-545-3016
Finance: 706-545-7969
Fire Dept Non-emergency: 706-545-9235
Military Police Non-emergency: 706-545-
Post Exchange: 706-689-8025
Red Cross: 706-545-5194
Staff Chaplain: 706-545-2608
Staff Judge Advocate Claims: 706-545-2285
Transportation: 706-545-2256
Veterinary Services: 706-545-5660
Youth Activities: 706-545-3605/1255
Post Locator: 706-545-5217
Operator Assistance: 706-545-2011

### Porter Village - Dahlonega, GA
Ambulance, Fire and Emergency Police: 911
Camp Merrill: 706-864-3367
Commissary: 706-864-3367 x 610
Post Exchange: 706-864-3367 x 600

#### Community/ Emergency #’s:
Chesatee Regional Hospital 706-864-6136
Lumpkin County Sheriff’s Office 706-864-0414
Lumpkin County Animal Control 706-867-7297
Lumpkin County Park & Rec. 706-864-3622
Lumpkin County & Local Government
www.lumpkincounty.gov
Town of Dahlonega
www.dahlonega.org
1. RESPONSIBILITIES AND DUTIES

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

1.2 Resident Responsibilities
Resident agrees to keep the Premises clean and safe; to use all electrical, plumbing, heating, ventilating, air-conditioning, appliances and other facilities and common areas in a reasonable manner; to conduct himself and herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb other Residents’ peaceful enjoyment or cause annoyance to other Residents; to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, nor permit any member of the Resident’s family, any guest or other person to do so; to abide by all rules, responsibilities and regulations imposed by the Landlord; to comply with all applicable provisions of local building and housing codes materially affecting health and safety.

2. GENERAL INFORMATION

2.1 Lease/Resident Occupancy Agreement
Each Resident will be required to sign a Resident Occupancy Agreement (ROA) with FBFC prior to moving into the assigned home. In order for a spouse to sign the Resident Occupancy Agreement, a special power of attorney is required since the ROA establishes the Basic Allowance for Housing (BAH) and starts an allotment to FBFC in an amount equal to the service member’s BAH.

2.2 Conditions of Occupancy
The Resident will use the premises solely as a single-family residence for the military sponsor and qualified family members. The use of the home for any other purpose, including shelter for any additional persons, except temporary guests residing in the home for less than 30 days, is prohibited without written consent of Fort Benning Family Communities, LLC (FBFC).

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

2.4 Rent/Basic Allowance for Housing
Allotment is automatically initiated through a third party processing service once a Resident signs an occupancy agreement.
2.5 Property and Liability Insurance
At Landlord’s sole option, it may provide a limited amount of property and liability insurance for the benefit of the Tenant (“Renter’s Insurance”) at no additional cost to Tenant. Tenant acknowledges that Landlord is not obligated to provide Tenant with any Renter’s Insurance. If Landlord decides to provide Tenant with Renter’s Insurance, it will notify the Tenant within 15 days of its decision and provide details regarding the limits of the Renter’s Insurance. If Landlord does provide Renter’s Insurance, Landlord retains the right, at its sole option and upon giving Tenant 15 days’ notice, to vary the amount of Renter’s Insurance provided, or entirely cease providing Renter’s Insurance. Tenant acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of the coverage amounts of the Renter’s Insurance, if any, that Landlord decides to provide. Tenant acknowledges being advised to obtain additional insurance, at Tenant’s expense, 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. Tenant acknowledges and agrees that the Landlord is not responsible for Tenant’s losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Tenant’s loss.

2.6 Office Hours
General office hours are 8:30 a.m. to 5:30 p.m. Monday thru Friday. Any changes or closures will be posted at the office location. Contact information for the neighborhood management offices is available on page 6 of this document, on the FBFC website (www.villagesofbenning.com), or can be obtained from any FBFC office.

2.7 Maintenance Requests
Residents are encouraged to contact the maintenance office at 706-685-3929 if there are any questions concerning maintenance issues. FBFC accepts requests for repairs by phone, on-line via email at benning@themichaelsorg.com, or in person at the neighborhood management office. Although not required, it is strongly recommended that requests for repairs be submitted in writing.

During the hours of 8:00 a.m. until 8:00 p.m. all maintenance calls will be answered by a team member at the local maintenance facility. FBFC has a professional call center, manned by a live person, answering telephone calls after normal office hours that Residents can use to place emergency service requests or leave messages for the office staff for the next business day.

At the time the work order request is made, FBFC will ask for permission to enter the Resident’s home in the event the resident is not present when the service technician arrives to make the requested repairs. If permission to enter is not granted, the resident has the option of scheduling AM (8:00 a.m.-12:00 p.m.) or PM (1:00 p.m.-5:00 p.m.) appointments. If the scheduled appointment time is cancelled or missed, FBFC staff will make three attempts to contact the Resident by telephone in order to complete the repairs. If FBFC is not able to contact the Resident after three attempts the work order will be canceled and a notice will be sent to the Resident.
Once a work order request is received, the information will be entered into the maintenance service computer and a printed request will be issued. When responding to a maintenance request, FBFC personnel will ring the doorbell, knock on the door and wait an appropriate amount of time prior to entering the home, assuming FBFC has permission to enter the home. Uniformed maintenance technicians will hang a notice on the front door knob when they are in a home and will leave a notification slip behind after they have completed work in the home.

FBFC provides 24-hour emergency maintenance service. Emergency work orders take priority over all other work orders because they require immediate action. FBFC personnel will respond promptly, either by telephone or in person, to confirm the classification of emergency maintenance requests and establish priorities for addressing multiple emergencies.

The following situations are examples of the classification of requests, but are not limited to these situations only.

**Emergency Service Requests:** Conditions which may constitute an immediate threat to life, mission, security or property. These requests are responded to within one hour and handled immediately. Examples: Fire; natural gas leak; 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; and flooding.

* Other requests may be considered an emergency if the Resident or any occupant in the home has an approved medical exception form 4700 from the Martin Army Community Hospital Director of Patient Administration.

**Urgent Service Requests:** Conditions that could become an emergency, could seriously affect morale, or have command emphasis. These requests will be responded to within four hours of the request during normal business hours and within eight hours outside of normal business hours. Examples: range/oven failures that prevent Resident from cooking; refrigerator failure that could result in food spoilage; water heater failure; inoperable toilet; broken window; garage door jammed or inoperable; and light fixtures, switches, or receptacles not working.

**Routine Service Requests:** Normal work that does not meet the category of emergency or urgent. Residents should inform the person taking the maintenance request if there are any verifiable medical conditions that will be aggravated by conditions in the home related to the request.

**Maintenance Survey:** FBFC conducts online maintenance surveys. Residents will receive an emailed survey for each work order completed. Residents are encouraged to complete and return Maintenance Online Surveys each time a work order is performed.

2.8 Rubbish/Recycling
Containers will be provided to each residence for trash (1) and recycling (1). Trash and recycling will be picked up once per week, on assigned days. Trash and recycling containers must be covered and stored in the designated location or an area outside of public view. Containers may be put out for pick-up no earlier than 5:00 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 5:00 p.m. the day of pick up.

Bulk items may not be stored outside the home or at the curb until the evening prior to the scheduled pick-up day. FBFC provides bulk drop off stations for large items located at the maintenance shops. Bulk items must be delivered to the specified bulk stations at Move-In or Move-Out or subject to charge. Occasionally special pick-up days will be scheduled for bulk items. Residents will be notified in advance of pick-up dates.

The current refuse pick-up schedule, including changes due to holidays, will be published on the FBFC website and in the community newsletter. Residents can also obtain a copy of the schedule from the neighborhood management office. Failure to properly store containers may result in a fine.

3. MOVE-IN / MOVE-OUT RESPONSIBILITIES

3.1 Move-In Inspection
The Resident and an FBFC representative will complete a Move-In Inspection together verifying the condition of the home and make note of any damages to the house so that FBFC can perform any necessary repairs. If repairs are not practical, the Move-In Report will note the existing damage so that Residents will not be held responsible for any pre-existing damage when they move-out. After a thorough inspection of the home, the Resident shall provide written acceptance of the Premises “as is”, except for those conditions noted on the Move-in Inspection. Resident will be allowed an additional week after move in to note any further discrepancies’ with the home.

3.2 Termination/Vacate Notice
FBFC requires a written 30-day notice of intent to vacate prior to vacating the home, including at the end of the lease term. Residents can obtain the notice to vacate form from a staff member in their neighborhood management office who can answer any questions regarding the move-out process. Residents must provide FBFC with a 30 day notice to avoid monetary penalties.

Residents are required to visit the neighborhood management office when delivering the notice of intent to vacate in order to coordinate the actions required to clear family housing, including terminating the service member’s BAH allotment, scheduling the move-out inspection, and providing forwarding information.

3.3 Cleaning Requirements (Vacating Quarters)
The Resident is responsible for leaving the home in a clean condition, free of any trash or personal items, and damage-free with exception of normal wear & tear and/or damages notated at the time of move-in on the condition form unless. Clean condition implies that a home is clean throughout – all surfaces wiped down & cleaned and all flooring has been swept & mopped and/or carpets vacuumed prior to the move-out inspection. Any resident vacating quarters have three (3) cleaning options: Self-Clean, Contract Clean or Pay & Go Clean (Agreement must be signed). These cleaning options along with FBFC’s cleaning guidelines and estimated cleaning cost sheet is maintained in all FBFC management offices and will be provided when Notice To Vacate is submitted or upon request.
3.4 Normal Wear and Tear
Repairs or replacement of equipment provided by FBFC, due to normal wear and tear, will be at FBFC’s expense. Residents are liable for any damage that is determined to be in excess of normal wear and tear of a home. The cost of repairs or replacement of equipment, resulting from damage in excess of normal wear and tear, will be the responsibility of the Resident. A damage cost sheet can be obtained from the community management office.

3.5 Move-Out Inspection
The Resident must contact the management office within seven days of submitting a notice to vacate to schedule the move-out inspection. Residents are required to accompany the FBFC representative during the inspection. Final Move Out inspections are performed when everything is out of the home and has been restored to the initial move in condition.

4. CARE OF HOMES

4.1 Alterations
Residents must obtain written permission from FBFC prior to starting any alteration or modification to the home or grounds. This includes, but is not limited to modifications to the landscaping, patios and walkways, fencing, or installing flower or vegetable gardens and any interior alterations. Any approved modifications to the home or grounds must be returned to the original condition prior to termination of occupancy, to include sod. Any new sod must be of the same variety and species of the surrounding area.

4.2 Exterior Condition/Appearance
While FBFC will be responsible for all exterior repairs and maintenance, Residents are responsible for maintaining the overall appearance of the areas around their homes, including:

- Driveways and sidewalks will be free of oil stains, marks and writing.
- Play equipment will be placed BEHIND the home so as not to be visible from the front of the home.
- No interior furniture left outside (upholstered couches, kitchen chairs, etc.) Front lawns are to be kept clean, orderly and free of any equipment or items that may be unsafe.
- Recreational equipment must be removed from 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.
- 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 over-hang. Nothing will be fastened to the exterior of the home, including signs, bicycle racks or hooks, plant holders or hooks, hose racks, antennas, satellite dish antenna, basketball goals, dog runs, and similar items.
- Trash bins or debris will not be allowed to accumulate or be stored in a visible location of the homes.
- The use of any extension cords must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards.
- Exterior painting of quarters is not authorized.
- Dog houses must be within a fenced area and may not be visible from the front of the home.
home.

- Residents will be charged for cost of AC units damaged due to pet urine located in fenced backyards.
- Butchering of harvested game at on-post quarters in public view is permitted; however, hunters should use good judgment while butchering game to minimize adverse public relations.

### 4.3 Landscaping

Standard landscaping services consisting of mowing, edging, and leaf removal will be provided by FBFC on a designated schedule in family housing common areas and in the front yards of all residences in order to keep consistency throughout the community. Residents are responsible for maintaining all plant/shrub beds and fenced backyard areas to FBFC specifications. Residents are required to keep all shrubs/plants neatly trimmed. Flower beds must be maintained with 3 to 4 inches of pine-straw or mulch and free of weeds and/or rocks. Gardening Rocks and Pebbles are prohibited in flowerbeds or around trees. In the event that a Resident does not maintain flower beds, shrubs, or back yard mowing to FBFC standards, the Resident will be charged for any lawn maintenance services performed in these areas.

In order to conserve natural resources and contain utility costs, the frequency and duration of watering lawns and gardens by Residents will be restricted. A schedule will be published in the Community Newsletter outlining the schedule for each housing area. All Residents will be required to strictly adhere to the published schedule at all times.

### 4.4 Fences

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

All resident-installed fencing must meet the following guidelines:

- Fences must extend directly back no more than 40 feet from the rear corners of the home and may not include side or front yard areas.
- Fencing must be 4 foot high, black or silver chain link only.
- Fences may not adjoin behind or between homes.
- Fences may only be installed by FBFC approved vendors.

Residents are not allowed to paint, attach, or alter community-installed fencing in anyway. Residents are required to properly maintain backyard fencing, remove weeds, grass and debris.

### 4.5 Interior Maintenance

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

Written permission must be received from FBFC prior to starting any alteration or modification to the home, including but not limited to modifications to electrical, plumbing, lighting, telephone and cable systems. Should painting, wallpapering, stencil or other changes to wall
surfaces be approved, the wallpaper must be removed and the walls must be primed at move out. In addition, charges will apply if wall surfaces are damaged during the wallpaper removal process or if the primed wall has any visible color showing through. Nail hangers or screws may be used to mount pictures and curtain rods. Please DO NOT use the adhesive hangers, since they may damage the sheetrock or plaster on the walls.

4.6 Maintenance and Repair
Resident shall promptly request any repairs to be made to the dwelling or its contents, fixtures, security devices or other equipment that belongs to FBFC and are necessary to maintain in proper condition. FBFC agrees to keep common areas clean, lawns mowed, trimmed, and edged during the growing season (fenced back yards excluded). Surface mildew on exterior doors, including storm doors is a housekeeping issue, and it is the resident’s responsibility to keep all doors and air vents clean and free of dirt and/or mildew. FBFC agrees to provide pest control services as needed, maintain fixtures, furnaces, water heaters, and appliances in good and safe working condition. FBFC will make all reasonable repairs (subject to Resident's obligation to pay for damages for which Resident is liable) and subject to the covenants undertaken by the Resident above. Although FBFC agrees to comply with the above requirements, failure to do so will not be grounds for Resident's termination of the Agreement unless Resident has given FBFC written notice of the defective condition and FBFC has failed to remedy the condition within 30 days. Resident may not terminate the Agreement if Resident, a member of Resident’s family or some other persons on the Premises with Resident’s consent intentionally or negligently causes the defective condition. Such defective conditions will be repaired at Resident’s expense.

4.7 Pest Control
Resident agrees to cooperate with FBFC's pest control program. This includes, among other things, Resident maintaining the home in a clean and sanitary condition at all times, as well as emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the home. Resident shall immediately notify FBFC of the presence of pests or vermin in the home or common areas. Residential pest control is regulated by the installation’s environmental office and will be undertaken only on an “as needed” basis.

4.8 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, ashes or other obstructive substances shall be disposed of therein. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, corncobs, paper, wire, bones or non-food in the garbage disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse FBFC for any necessary expenses incurred in the repair of such equipment. Portable washers or dryers are prohibited, unless approved in advance, in writing, by FBFC.

4.9 Smoke/Carbon Monoxide Detectors
Residents, occupants, and visitors present with Resident’s consent shall not disable, disconnect or remove batteries from smoke detectors. Resident shall replace smoke detector batteries and
immediately report any malfunctions to their Neighborhood Center. Residents will be responsible for any loss or damage from fire, smoke, or water if that condition arises from the Resident disconnecting, damaging, failing to replace a battery or failing to report malfunctions to their neighborhood management office. FBFC has provided carbon monoxide detectors (when natural gas is provided to the home) and smoke detectors. The Resident agrees that they are safe and acceptable, subject to FBFC’s duty to make needed repairs of same upon written request of Resident. Any additional locks or smoke detectors desired by Resident may be installed at Resident’s expense only after prior written approval from FBFC. When installed, any such additional items shall become the property of FBFC.

In units that have over the range fire suppression systems installed in them, the Resident agrees to immediately report any malfunctions or discharges to their neighborhood management office. All fire suppression systems are provided as a convenience and are in no way intended to provide any level of safety to person or property. Residents should never leave any items on the stove or in the oven unattended. As homes are demolished and rebuilt these fire suppression systems will not be installed in the new homes. Additionally, these fire suppression systems may be removed from the non-historic homes in the future.

4.10 Window Coverings
All blinds must be in good condition and window coverings must be white when viewed from outside. Broken blinds must be replaced immediately. No aluminum foil, sheets, blankets or any other type of unsightly coverings shall be used over the windows to darken rooms.

5. SAFETY GUIDELINES

5.1 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.

5.2 Care of Children
FBFC will adhere to Post MCoE Regulations 210-5, reference to Home alone and babysitting guidelines.

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

Children must be 16 years of age or accompanied by a parent or guardian in order to use a community pool.

Residents are responsible for the conduct of their children. Residents will be held personally responsible for compliance with all policies and procedures by their children. Use of community amenities is a privilege, and FBFC reserves the right to revoke this privilege from any resident or child at any time.
5.3 Fire Prevention
All fires must be immediately reported to the Fire Department by calling 911, regardless of the size or nature of the fire, including those extinguished without Fire Department assistance. Additionally, FBFC must be notified by telephone at 706-685-3929 as soon as possible.

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

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

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

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

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

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

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

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

6. UTILITIES

6.1 Utilities Provided/RCI Energy Conservation Program
Electric, gas, water and trash removal, as listed in the Resident Occupancy Agreement; in most cases are included in the Resident’s BAH. However, in effort to conserve energy FBFC will adhere to the RCI utility policy requiring all qualifying units to be metered. Telephone, cable television or internet services are not included.

The Utility Component of your BAH is an average of 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. The owners who provide housing on installations have been instructed by the Department of the Army to implement its Live Army Green conservation program to help Service Members and their families reduce energy usage in their homes.

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 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. The profile groups are outlined by square footage, bedrooms, type of construction and age of home.

Residents will not be billed or receive refunds until their energy consumption exceeds or accrues more than the designated threshold dollar or trigger point for your home profile group. All residents are required to follow the guidelines of this program.

For more information on the RCI Energy Conservation Program please visit www.acsim.army.mil/isd/publicprivate.html or call your local management office.

6.2 Utility Malfunctions
Residents will be provided reasonable advance notice, whenever possible, if utility outages are scheduled for any reason. Any inconvenience or damage caused by unexpected utility interruptions is the responsibility of the utility provider.

6.3 Telephone, Cable Television and Internet Service
Telephone, cable television and internet service are provided by one or more independent contractors. Residents are advised to contact the FBFC Management Office for information on service providers, connection requirements and fees. Any damages done to home due to drilling or adding lines will be charged to the resident. All new construction or remodeled homes have been pre-wired for telephone, internet and cable. If FBFC enters into an exclusive agreement for telephone, cable television or internet service, Residents will be required to use the exclusive provider within the terms of the exclusive contract.
7. PROPERTY POLICIES

Family Housing on Fort Benning and Porter Village is provided as a privilege to military members and their families. FBFC is not obligated to provide housing to any service member. Occupancy may be terminated if the privilege is abused.

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

7.2 Animal Control
Stray animal control is provided by the installation at Fort Benning and Lumpkin County at Porter Village. The telephone number for animal control can be obtained from the neighborhood management office.

7.3 Automobile/Motorcycles/Other Motor Vehicles
Inoperable or unsightly cars, motorcycles and other motor vehicles (such as cars with flat tires, broken windows, etc.) will not be permitted in or around the community. Any vehicles that are improperly parked, inoperable, unlicensed, or have expired license plates or expired inspection stickers may be towed away at the vehicle owner’s expense. The Provost Marshal’s Office will be notified of any vehicles in violation of installation policy and will authorize the towing of the vehicle at the owner’s expense. Resident agrees to abide by parking regulations and to require guests to abide by all parking regulations. Please do not repair or change or change the oil of your vehicle on the property. (The installation has an Auto Skill 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) of any type (3 or 4 wheeled), electric assisted bicycles and scooters are prohibited on Fort Benning. Please see MCoE Regulations 210-5, Section II.

7.4 Basketball Backboards / Soccer and Hockey Goals
Only portable basketball backboards, hockey and soccer goals, and other portable recreation equipment are authorized in the family housing areas. Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences or trees. Backboards also shall not be affixed to permanent or semi-permanent freestanding poles. Portable units must be used in safe and approved areas that do not threaten to damage houses, ancillary structures or grounds, and that do not create a nuisance or affect the quiet enjoyment of neighbors.

All recreation equipment, including basketball, hockey and soccer goals, and related equipment must be returned to a proper storage area after use. No court markings are to be painted on to the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout the housing areas and in the community recreation centers.
7.5 Changes in Resident Status
If, at any time after entering into tenancy, the Resident dies, is discharged from military service, or has a change in dependent or marital status, the Resident Occupancy Agreement (ROA) shall be terminated in accordance with the terms listed below.

If the Service Member dies, eligible dependents may continue to occupy the unit for up to 365 days, subject to the surviving spouse or guardian executing a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all terms and conditions contained in the Agreement. The surviving spouse or guardian may terminate the TOA at any time during the term of the Agreement by giving five (5) days written notice. The Resident is required to provide immediate notice of any such change in eligibility status.

If the Resident is honorably discharged from military service, the Resident and eligible dependents may continue to occupy the unit for up to thirty (30) days subject to the execution of a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all of the terms and conditions contained in the Agreement. The Resident is required to provide immediate notice of any such change in eligibility status. Resident must vacate quarters within ten (10) working days if discharged from military service under other than honorable conditions.

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

7.6 Dispute Resolution
In the event that a Resident has a concern regarding their housing or housing assignment, Residents are encouraged to handle disputes with the Community Manager in their village. Residents may submit a written letter to their local management office. If the Resident feels that the issue was not adequately resolved by their Community Manager, they may contact the Community Director (706-685-3939). If the Resident is not satisfied with the Community Director’s decision, they may contact the Army’s RCI Liaison (706-545-3009) or (706-545-8119) and arrange a meeting with the Community Director and RCI Liaison. The request must be put in writing, and submitted to the Housing Welcome Center or the RCI Liaison. Both offices are located at 601 Lumpkin Road. A written notification of the final decision will be provided to the Resident.

7.7 Deliveries
Commercial deliveries may be accepted for Residents by FBFC representatives at the neighborhood management office, space permitting. If accepted, each delivery will be recorded. Persons picking up the package from FBFC must sign for each package. Packages are only available for pick up during office hours. At no time will packages be distributed outside office hours or delivered to a home. Packages retrieved by persons other than the addressee, require written permission from the addressee. FBFC is not responsible for packages that are delivered to the neighborhood management office.
7.8 Eviction/Involuntary Termination of Agreement
FBFC management will be the approving authority on all involuntary terminations for misconduct or violations of Resident responsibility guide requirements by military members, family members and guests.

Except in situations involving manifest danger or threats to the health and safety of Residents or their guests, acts of misconduct or violations of Resident Guide and Community Handbook requirements will result in a written notice to the military member from the FBFC 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. However, in serious cases or where a pattern of misconduct occurs; FBFC may terminate the Agreement and evict the Resident in accordance with state and local law for violations of the Agreement. The following action by a Resident or a Resident’s guest(s) may result in eviction:
(i) action affecting or threatening to affect the health or safety of other tenants in the community
(ii) action resulting in significant damage to the housing unit or units,
(iii) action which substantially interferes with the right to quiet enjoyment of other Residents of the community.

7.9 Exception to Policy
In the event a Resident wishes to ask for an Exception to Policy (ETP), the Resident can pick up an Exception to Policy form from their local management office and return it to their community manager. Residents should bring their concerns first to their local management office to see if resolution can be made. If the Resident feels the issue has not been adequately resolved and feels there are circumstances that warrant an exception to policy, the Resident may submit a written request to be reviewed by the Exception to Policy committee for final resolution. The committee consists of the Army RCI Director, Clark Realty Project Executive, Community Director, and if necessary Garrison Command. The Resident must complete the Exception to Policy form and attach a written request. A written notification of the final decision will be provided to the Resident.

7.10 Extended Absence
Residents may notify the appropriate neighborhood management office whenever their home will be unoccupied for a period of 5 days or more (e.g., vacations, TDY, etc.), so that FBFC can inform the Provost Marshal Office and request periodic security checks under the PMO’s House-watch Program.

7.11 Emergency Access
In the event of an emergency, death or illness involving a Resident, FBFC will not give the Residents key, allow access to persons not listed as additional Residents on the Occupancy Agreement, or release the Resident’s possessions unless FBFC receives written authorization from the Resident or from a fully authorized, legally designated representative (i.e. valid Power of Attorney), unless directed otherwise by a court of competent jurisdiction.

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

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

7.13 Failure to Repair
Where FBFC has a duty to repair or remedy a condition that materially affects the physical health or safety of a Resident, the Resident may not terminate the Occupancy Agreement, withhold rent, offset rent against needed repairs, or pursue judicial remedies unless all of the following procedures have been followed:
(i) the Resident has given FBFC prior written notice to repair or remedy a condition which materially affects the physical health or safety of an ordinary Resident;
(ii) FBFC has had a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor and utilities from the utility provider;
(iii) FBFC has not made a diligent effort to repair or remedy the condition;
(iv) Resident has given subsequent written notice to FBFC stating that the Resident intends to terminate the Occupancy Agreement, complete the repair and deduct charges from rent, or pursue judicial remedies in the event the condition is not repaired or remedied; and (v) the Resident is not delinquent in the payment of rent when both of the notices were given.

7.14 Family Child Care in the Home
In accordance with AR 608-10, housing can be used as an authorized Family Child Care (FCC) home. Residents must contact the Fort Benning Child & Youth Services Office in order to apply for FCC certification and approval. Only those Residents who have successfully completed the FCC requirements are eligible to function as a Family Child Care Home in FBFC communities. Residents providing FCC in their homes agree to hold harmless FBFC against action arising from the use of their home as a FCC facility. The cost of adding any equipment or service required to use the home as a FCC facility is the responsibility of the Resident. Department of Defense, Army, and FBFC regulations and policies require individuals who provide childcare in their home for more than 10 childcare hours per week on a regular basis to become a certified Family Child Care (FCC) provider.

7.15 Guests and Visitors
Residents are allowed to have non-immediate family and unrelated guests in their homes for up to 30 consecutive days. Social visits by guest are limited to 30 consecutive days, and 90 total days during any 365-day period. Any guests staying longer than thirty days must have written permission from FBFC and must be registered, in advance, with the neighborhood management office. Residents are responsible for the conduct of their guests and will be held personally
responsible for compliance with all policies and procedures by their guests. Hosting guests is a privilege, and FBFC reserves the right to revoke this privilege from any resident at any time. Guests found unescorted and/or in violation of any FBFC 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.

7.16 Holiday Decorations/Outside Lighting

Holiday lighting and decorations may be displayed during the month of or 15 days prior to the celebrated holiday, whichever is longer. All decorations are required to be removed 15 days after the occasion. Decorations, which may be considered offensive to other residents and guests, are prohibited. Any decorations operated by electricity are not authorized during daylight hours, and must be turned off no later than midnight. Holiday decorations and outside lighting may not be placed on roofs or roof gutters. The use of staples, nails, screws, or other mechanical fasteners to attach decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorative lighting, garlands, etc. Attachment of anything to vinyl siding is prohibited. Additionally, electrical decorations must be unplugged when Residents are away from the home.

Outside lighting must be Underwriters Laboratories (UL) approved and factory listed for outside use. Running electric cords through windows and doors or across heating ducts or ventilation systems is prohibited, as this causes a fire safety hazard. All exterior lighting must be Ground Fault Indicator (G.F.I) protected. Residents are reminded that homes have limited amp circuits and care must be taken to prevent overloading.

7.17 Home Business

Private businesses may not be operated from the homes provided to military families without FBFC approval. See Section 7.14 regarding Family Child Care (FCC) in the home. Any Resident determined to be operating a business in their home without FBFC approval will be deemed in default of the occupancy agreement.

7.18 Lockout Services

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

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

7.19 Noise/Quiet Hours

Quiet hours will be observed between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between 12:00 a.m. and 8:00 a.m. on Friday and Saturday. Outside of established Quiet Hours, Residents are required to control the volume of stereos, TVs and musical devices within their home so that they do not disturb the Residents of other homes.
Please be considerate of your neighbor since other Residents may have non-standard working hours or situations that can be adversely affected by noise emanating from outside their home. Noisy or disorderly conduct will NOT be tolerated at any time.

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

RVs, boats, boat trailers, trailers, or commercial trucks 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 12 hours during the weekdays and no more than 48 hours on weekends and holidays.

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

7.21 Pet Policy
Pets will be limited to domesticated dogs and cats, as well as caged birds. A maximum of three (3) pets per household are permitted. However, a $300 refundable pet deposit will be charged for the third pet. This deposit will be refunded upon move-out provided no damages or cleaning fees are assessed. Pit Bulls, American Staffordshire Terriers, Rottweiler’s, Doberman Pinschers, Chows, Wolf Hybrids or any dog with these breeds in their lineage are restricted and will not be permitted (with the exception of certified law enforcement dogs or service animals).

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

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

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

If the Resident or any guest violates any term of the pet policy, the Resident will be subject to the remedies provided in the Resident Occupancy Agreement.

7.22 Play Houses/Children's Swing Sets
Permission to build a fort, play house, or swing set must be obtained from the Community Management Office prior to installation. Forts and swing sets will not be attached to buildings, trees, or shrubs and must not be over 8 feet in height. If the installation involves any digging, a digging permit must be obtained. Tree houses and tree swings are not permitted in family housing.

7.23 Pools
Pools deeper than eighteen (18) inches are prohibited. Small wading hard plastic 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. 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 the second violation of failure to comply with the community outlined policy. Please contact your local management office for questions or concerns. HOT TUBS ARE NOT PERMITTED!

7.24 Prohibited Conduct
Prohibited conduct within the Fort Benning Family Communities include possessing a weapon prohibited by law, discharging a firearm within the community, or displaying a firearm in the common areas in a way that may alarm others. In addition, possession or sale of illegal drugs, disposing of hazardous chemicals in a manner contrary to local ordinance, harassing or discriminatory acts, and disturbing the rights or comfort of others are considered breach of the Resident Occupancy Agreement and may result in eviction.

7.25 Reimbursement for Damages
Resident shall promptly reimburse FBFC for any loss, property damage, or costs of repairs or service to the unit caused by negligence or by improper use by Resident, Occupants or Resident’s guests, unless Resident has properly made repairs pursuant to requirements or permissions set forth in the Agreement.

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

7.26 Resident Services and Facilities
FBFC may provide various services, equipment and facilities for Resident’s use, which may include, but are not limited to, pools, fitness center facilities, business centers, playground equipment, and jogging/bike paths. Use of any service or facility is subject to the restrictions described in the rules, regulations or instructions provided at the facility.

Resident agrees to use the equipment or facility in a prudent manner that is not offensive or dangerous, and in a manner that is in compliance with policies established by FBFC or its representatives. FBFC retains the right to deny use or access to any Resident, occupant or guest who, in FBFC’s opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements.
7.27   Satellite Dishes
If allowed by applicable telephone, cable television and internet service contracts, the installation of satellite dish systems must be approved by FBFC, in writing, prior to installation. The satellite dish must be located behind or to the side of the housing unit on a freestanding pole. Satellite dishes will not be attached to any housing structures such as homes, garages, utility poles, fences or trees. No satellite dishes will be installed in the front yard. FBFC reserves the right to use landscaping or other screening materials in the event that satellite equipment is visible from the street. The maximum permissible size of a satellite dish is 18 inches. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches can be dug. Residents are required to remove satellite dishes prior to vacating the home.

7.28   Self-Help Equipment and Supplies
The Self Help Center is located at 385 Vibbert Street Fort Benning, GA  31905. All residents may pick up basic maintenance and repair items. We encourage Residents bring the item they are replacing to ensure they receive the right style of part.

Items available free of charge include:

- 1 quart of touch-up paint within first 30 days of move-in.
- A/C filters (please bring size needed)
- Specialty light bulbs (green tip fluorescents & halogen). Does not include vanity bulbs.
- Batteries for smoke detectors & garage remotes only.
- Grass seed – 1 small bag per resident every 3 months (spring & summer).
- 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 & rings, microwave filters, blinds, towel bars, etc. Residents will be required to sign a charge sheet at the time the parts are received and will be billed by management.

7.29   Soliciting
FBFC does not allow solicitors in residential areas. Residents are asked to request that unauthorized solicitors leave residential community grounds immediately and then notify the neighborhood management office.

7.30   Speed Limit
Speed limits within the FBFC residential community are regulated by the Provost Marshal’s Office and normally are limited to 15 miles per hour, unless otherwise posted.

7.31   Storage Sheds
Sufficient storage will be provided as homes are constructed or renovated. However, FBFC may, at its option, allow standard storage sheds for the Resident’s temporary use. Any resident desiring to place storage shed on the leased premises, must obtain written approval from management prior to doing so and will be at the resident’s expense. Sheds may only be placed in an approved location and may not be visible from the front of the home. Residents shall not store food of any type, including pet food, bird seed, or any other material that may attract
animals, rodents or pests in the storage sheds.

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

7.33 Trampolines
Personally owned trampolines are limited to 16 feet in width and must have side netting. Trampolines should be comparable in size to the home’s backyard, only on a flat surface and cannot be located where there will be an adverse visual impact from the street or from neighbors’ homes. A written request to erect a trampoline must be submitted to FBFC and approval must be granted prior to installation. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

7.34 Waterbeds
Waterbeds are not authorized in FBFC homes.

7.35 Weapons
The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Provost Marshal office and stored in accordance with all applicable regulations. All weapons, to include BB guns, pistols, rifles, bows or any other weapon or may be stored in the home as long as they are locked, to include trigger locks, and stored out of the reach of children. Ammunition must be stored in a separate location from the firearm. Loaded firearms are not allowed at Fort Benning unless the owner is an active, full-time member of a local, state, or federal law enforcement agency or military service member and is authorized to carry the weapon during the normal course of their duties.

7.36 Yard Sales
Individual yard sales are not permitted. Community-wide yard sales sponsored, coordinated and marketed by FBFC, will be held twice each year, usually in the spring and fall opposite of the schedules post-wide yard sales.

7.37 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 daily. FBFC reserves the right to remove any item(s) that are left unsupervised.

8. RESIDENT OCCUPANCY AGREEMENT / GUIDE CHANGES

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

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

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

9. COMMUNITY POOL RULES
The following pool rules are in place to ensure the healthy enjoyment of the pool by all guests:
• Swim at your own risk; no lifeguard on duty
• Only Villages of Benning Residents with valid ID are permitted in pool area
• Shower before entering the pool
• Children under the age of 16 must be accompanied by an adult
• All children under the age of 3 must wear swim diapers
• Proper swimming attire is required—no cutoffs, shorts or t-shirts
• Pets are not allowed in the pool area at any time
• No glass containers or grills allowed on the pool deck
• No diving, jumping, running or rough play is allowed
• Playing with the safety equipment or pool furniture is prohibited
• No smoking, alcoholic beverages, abusive language or loud music
• No food or drinks are permitted within 10 feet of the swimming pool
• No bicycles, skates or skateboards are allowed inside pool gates
• Persons under the influence of alcohol or drugs are not permitted in the pool area
• Persons with illnesses, open wounds, or skin, eye or ear infections should not enter the pool
• All trash must be placed in trash containers