



RESIDENT

RESPONSIBILITY

GUIDE

April 2018



Welcome

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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



Quick Reference Contact Information

Website: www.villagesofbenning.com

Facebook: www.facebook.com/villagesofbenning

Welcome Center & Leasing Office

601 Lumpkin Street
 Office: (706)685-3939
 Fax: (706)689-9897
benningleasing@tmo.com

Davis and Bouton Village

22B Johnson Court
 Office: (706)685-3940
 Fax: (706)685-3192

East Main Post Village

104 Dial Street
 Office: (706)685-3925
 Fax: (706)685-8272

Custer an Upatoi Village

180 Kessler Drive
 Office: (706)685-3930
 Fax: (706)689-8268

Maintenance Shops

(A) Shop 385 Vibbert Ave
 (B) Shop 5850 Santa Fe Rd
Maintenance Requests (24 Hours): 706-685-3929
benningmaintenance@tmo.com

Indianhead and MacDonald Village

109 Lavoie Street
 Office: (706)685-3933
 Fax: (706)685-3599

McGraw Village

6000 Muscogee Creek Way
 Office: (706)685-3935
 Fax: (706)610-8975

Patton Village

8460 Blackhorse Street
 Office: (706)610-5500
 Fax: (706)610-5763

Porter Village (Dahlonega, GA)

55 Lucas Ct.
 Office : (706)864-0486
 Fax : (706)864-0145
Maintenance : 706-685-3929

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.

Fort Benning Military Community	Camp Merrill Community
Martin Army Community Hospital Hospital Information Desk: 762-408-2605 Appointment: 762-408-CARE (2273)	Camp Merrill: 706-864-3367
Military Police Non-emergency 706-545-5222	Chestatee Regional Hospital 706-764-6136
Fort Benning Veterinary Clinic 706-545-4444 or 706-545-1127	Lumpkin County Animal Control 706-867-7297



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 Conditions of Occupancy

The Resident will use the premises solely as a single-family residence. 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).

2.2 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

2.3 Property and Liability Insurance

Tenant acknowledges that Landlord is not obligated to and does not provide Tenant with any Renter's Insurance covering personal property or liability. FBFC (The Villages of Benning) strongly recommends that all Residents purchase and maintain a renter's insurance policy throughout their residency at The Villages of Benning to protect themselves against claims for property damages and physical injury or any loss or damage to personal belongings, caused by the Resident, or the Resident's occupants or guests. In addition, the Landlord is not responsible for any Resident property losses or injury resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where The Villages of Benning was neither negligent nor the proximate cause of the Resident's loss.

2.4 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 benningmaintenance@tmo.com or in person at the community management office. Although not required, it is strongly recommended that requests for repairs be submitted in writing.

**24 Hour Maintenance
Requests:
706-685-3929**

We strive to answer all maintenance calls 24 hours a day by a live person, either by a Villages of Benning team member or by a professional call center.

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 (1:00p.m.-5:00 p.m.) appointments. Scheduling of a work order will be based on the priority level of the request. 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. Appointments may not be scheduled for emergency issues.

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 eight hours of the request. Examples: range/oven failures that prevent Resident from cooking; refrigerator failure that could result in food spoilage; water heater failure; inoperable toilet if only one bathroom; 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

2.5 Rubbish and Bulk Trash

A trash container will be provided to each residence for trash. Trash and bulk items will be picked up on assigned days. Trash containers must be covered and stored in the designated location or an area outside of public view. Containers and bulk trash may be put out on the evening prior to the scheduled pick-up day and containers must be removed from the curb and returned to the storage area prior to the morning following pick up.

The current trash and bulk 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 Community Management Office.

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. A maintenance request will be generated for 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. Residents have up to one 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 team member in their community 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.

Upon receipt of the notice to vacate, an FBFC Representative will contact the resident to coordinate all actions required to clear housing. For military residents paying in arrears via allotment, the allotment will be held through the end of the month of move out. Upon receipt of the allotment, any refunds due will be issued and in most cases, should be received no later than the 15th of the following month. Payment must be made by cashier's check, money order or debit/credit card only. This would not include any charges for cleaning or damages.

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 the exception of normal wear & tear and/or damages notated at the time of move-in on the inspection form. Clean condition implies that a home is clean throughout – all surfaces wiped down-cleaned and all flooring has been swept & mopped and/or carpets vacuumed prior to the move-out inspection. For convenience, Residents have the option of paying a flat fee upon move-out for cleaning, referred to as "Pay & Go Clean." Some restrictions apply and an agreement must be signed prior to move-out. Details for the program, FBFC's cleaning guidelines, and an estimated cleaning cost sheet is maintained in all community 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. An estimated 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 electrical, plumbing, lighting, telephone, cable systems, landscaping, car canopy's, patios and walkways, fencing, or installing flower or vegetable gardens and any interior alterations. 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 wall color requires a color change at move-out. Any approved modifications to the home or grounds must be returned to the original condition prior to termination of occupancy.

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.
- 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.
- Signs are not permitted outside of the home, inside windows or where visible from the outside of the home.

4.3 Mowing and Leaf Removal Services

FBFC agrees to keep common areas clean, lawns mowed, trimmed, and edged during the growing season (fenced back yards excluded). Leaf removal will be performed during the Fall and Winter months as needed. Standard mowing services will be performed on a designated schedule in 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 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 minimize 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 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 from the rear corners of the home, no more than 40 feet, 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 will be installed only 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. Residents are responsible for any damages that result due to negligence.

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.

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. 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. Residents will be responsible for any costs associated with bed bug treatment and repairs or any other pest control treatments outside of routine issues required due to pest control issues caused directly or indirectly by, but not limited to, the resident, family members, guests, or pets.

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, corncocks, 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



FBFC has equipped all homes with smoke detectors. Carbon monoxide detectors have also been provided when natural gas is utilized in the home. Residents, occupants, and guests shall not disable, disconnect or remove batteries from smoke detectors. Residents shall replace smoke detector batteries and immediately report any malfunctions to their Community Management Office. Residents who fail to comply with these policies or cause damage to smoke/carbon monoxide detectors will be responsible for any loss or damage from fire, smoke, or water that arises. Any additional smoke detectors desired by Resident may be installed at Resident's expense only after prior written approval from FBFC.

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. Signs, flags, banners, etc. may not be placed in windows where visible from the outside.

5. SAFETY GUIDELINES

5.1 Barbeque Grills / Fire Pits

The use of charcoal barbeque grills, gas fired grills, and portable fire pits are not permitted on decks, balconies, covered parking areas or patios, or under any building overhang. All grills and portable fire pits must be used a minimum of fifteen (15) feet from any building structure. The storage of fuel bottles 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.

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 Community 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 new homes. Additionally, these fire suppression systems may be removed from homes in the future.

FBFC does not supply fire extinguishers; however, FBFC highly recommends the purchase of an ABC rated fire extinguisher.

5.4 Fireplaces

Historic Homes are known for their historic beauty. Their intricate details and design distinguish them, characterizing their history. As time progresses, however, much of this charm is often found to be more aesthetically pleasing than functional. Historic fireplaces are one such example. While the historic homes at The Villages of Benning include fireplaces, they are not intended for functional use. Gaps in mortar joints



and cracked tiles present potential risks when the fireplaces are used. Use of these fireplaces can also potentially leak carbon monoxide and cause dangerous heat transfer to combustible materials surrounding your home's chimney. Both situations can potentially compromise the safety of yourself and your family. While the Villages of Benning performs routine inspections and maintenance on all homes, the safety of fireplaces cannot be guaranteed. Therefore, residents will not use the fireplaces in historic homes and any use by resident is at their own risk..

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 FBFC 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.

In homes where deadbolts are already installed, the only additional item that is allowed 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 monthly rental charges. 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 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 Community Management Office for information on service providers, connection requirements and fees. Any damages to the home that result due to installation of services 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. FBFC is not obligated to provide housing to any person, and 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

When necessary, residents should contact their designated management office or the 24-hour maintenance number should they need animal control services

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 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 village centers.

7.5 Changes in Resident Status (Active Duty Military Service Members)

If, at any time after entering into tenancy, a Service Member 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.

If the Service Member is honorably discharged from military service, the Service Member 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 Service Member is required to provide immediate notice of any such change in eligibility status. The Service Member may also contact the Community Management Office for additional housing options available. The Service Member must vacate quarters within ten (10) working days if discharged from military service under other than honorable conditions.

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

7.7 Deliveries

Commercial deliveries may be accepted for Residents by FBFC representatives at the Community 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 Residents, 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 Responsibility Guide requirements will result in a

written notice to the Resident from the FBFC staff. Violations are subject to various remedies, including reports to Command, fees to bring the home into compliance, fines and/or possible Eviction or Non-Renewal. 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, or (iii) action which substantially interferes with the right to quiet enjoyment of other Residents of the community.

Fort Benning Family Communities Standard Resident Responsibility Guide Enforcement Steps
<p>Step 1: Initial Contact Inform the Resident of the violation verbally, through email or through a note.</p>
<p>Step 2: Friendly Reminder If the violation has not been corrected, the Resident is issued a Friendly Reminder and has 48-hours to correct the violation.</p>
<p>Step 3: Lease Violation If the violation has not been corrected at the re-inspection date, the Resident is issued a Lease Violation with a second re-inspection date.</p>
<p>Step 4: 2nd Lease Violation If the violation has not been corrected at this point, the Resident is issued a letter of non-compliance with 24-hours to correct the violation. The Service Member's command may become involved.</p>
<p>Step 5: Letter of Eviction or Non-Renewal Depending on the severity of the non-compliance, the Resident may be issued a 60 day written notice to vacate or eviction may be filed.</p>

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 Community Management Office and return it to their Community Manager. Residents should bring their concerns first to their Community 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 Community 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 allow access to any person(s) not listed as additional Residents/Occupants on the Occupancy Agreement nor 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. Any guests staying longer than thirty days must have written permission from FBFC.

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 are prohibited. 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 homes 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 not be parked in housing areas for more than a 12 hour period. If the Resident has an emergency that requires parking longer, the Resident must notify and receive written permission from their community management office.

Boats, RVs and other recreational vehicles 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

Residents must request and obtain written approval from management prior to bringing any pets onto the premises. Residents are required to register all pets with the Fort Benning Veterinarian Treatment Facility within 30 days of occupying a home or acquiring a pet unless additional time is approved by FBFC in writing. Residents must provide Landlord with proof of registration on an annual basis.

A maximum of 3 pets (dogs/cats) are allowed. No fees or deposits are required for the first two (2) pets. However, a one-time non-refundable pet fee of \$300.00 is required for the 3rd uncaged pet. Small birds,



fish, hamsters, guinea pigs, rabbits, gerbils, and other common house pets, which are properly caged in a domicile designed for their habitation, are not counted against pet limits and may be allowed in the premises with prior approval.

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). FBFC reserves the right to request a clinical breed determination test, at the owners expense, at any time prior to allowing the pet on the premises.

Pets must be on a leash at all times when outside the fenced area of a home or in an approved dog park – Electronic restraint devices do NOT meet the leash requirement. 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 above pet policy, the Resident will be subject to a fine of \$50/day/incident until the violation is corrected or the pet is removed from the property.

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, Hot Tubs, & Spas

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. Hot tubs and spas 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 community 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 90 days of move-in.
- A/C filters (please bring size needed)
- Batteries for smoke detectors & garage remotes 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, bagged mulch, specialty bulbs, etc. Residents will be required to sign a charge sheet at the time the parts are received and will be billed by management. All balances are due within five (5) days.

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 Community 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 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 are sponsored, coordinated and marketed by FBFC and/or MWR on a quarterly basis.

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 electronically via email and posted on the community website. 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 Responsibility Guide 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 a valid pool pass 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, skin, eye or ear infections should not enter the pool
- All trash must be placed in trash containers