

# Lewis-McChord Family Housing

## RESIDENT HANDBOOK and COMMUNITY POLICIES



# Welcome

Equity Residential Management, L.L.C., as Agent for the Owner of Lewis-McChord Family Housing, welcomes you to Family Housing, and we are pleased to have you as a resident. If you have lived on post/base at other military installations, you will notice some differences here.

Lewis-McChord Family Housing is participating in the Residential Communities Initiative Program being conducted by the Departments of the Army and Air Force. The Army and Air Force have chosen a management and development partner from the private sector, Equity Residential Management, L.L.C., to manage the existing Lewis-McChord family housing, to build new housing, renovate existing housing, and demolish and rebuild existing housing in other areas.

During your stay, you will see various areas of construction and renovation. Please pay careful attention to those areas, and be sure to be careful around those areas and follow all posted signs and guidelines contained in this Handbook.

Your quality of life at Lewis-McChord is our first priority. Our goal is to continue with many of the military traditions that have been established and to make you feel at home.

*Equity Residential Management, L.L.C.,  
as Agent for the Owner of Lewis-McChord Family Housing  
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## Defined Terms

**Agent:** Equity Residential Management, L.L.C., the company acting as agent for the Owner to manage the administration and maintenance operations of Lewis-McChord Family Housing and its associated facilities.

**Agreement:** Family Housing Occupancy Agreement between Sponsor (as defined below) and Agent, which is the agreement you signed to live in a specific residence within Lewis-McChord Family Housing. In return for such housing, you have agreed to remit the Lewis-McChord monthly Basic Allowance for Housing (BAH), with Dependant rate to Owner during your term of residency.

**Lewis-McChord Family Housing:** Privatized on-post/base housing designated for families.

**Home:** The Residence identified in the Agreement.

**Housing Area:** Neighborhood in which you reside.

**Maintenance Facility (location):** Lewis: 7910 Plant Road    McChord: 3080 Woodridge

**Customer Service (phone):** (253) 912-3500

**Management Office (location):** Lewis: 2150 Liggett    McChord: Bldg 552 Barnes Road

**Customer Service (phone):** (253) 912-2150

**Neighborhood Manager:** Your point of contact for questions or concerns during your residency. These terms may be used interchangeably throughout the Agreement, including in this Handbook.

**Occupant:** Family member(s) of Sponsor who will reside in the Residence.

**Owner:** Lewis-McChord Communities, LLC, the owner of Lewis-McChord Family Housing and its associated facilities.

**Premises:** Collectively, the Residence identified in the Agreement, as well as any other space(s) located at Lewis-McChord Family Housing used by Resident (as defined herein) exclusively.

**Rent:** Basic Allowance for Housing (BAH).

**Resident(s):** Sponsor and his/her Occupants, as defined above.

**Residential Communities Office (RCO):** The local Residential Communities Initiative office tasked with oversight of Lewis-McChord Family Housing and all associated ancillary facilities.

**Sponsor:** Member of the military who is eligible (as defined in this Handbook) for Lewis-McChord Family Housing and who will be entering into the Agreement.

**Welcome Home Form:** Agreement between housing and prospective resident to take possession of a specific residence within Lewis-McChord Family Housing.

# Community Policies

## FOR EMERGENCIES PLEASE CALL 911

### Who to Call For Non-Emergencies (examples below):

- Break-ins
- Vandalism
- Harassment

Fort Lewis Military Police can be reached at 253-620-7225

McChord AFB Security Forces can be reached at 253-982-5624

### What to do if you lose Power, Water or Gas:

#### Fort Lewis only:

Utility	Who to Call	Number
Electricity	Public Works	253-967-3131 (EQR's phone lines may also be down)
Water Outage	Public Works	253-967-3131
Gas Outage	Puget Sound Energy	888-225-5773

#### McChord only:

Call EQR Call Center at 253-912-3500.

In case of power outage Equity Residential will not be held liable for damage to personal property and perishable food items. Please make sure all electronic equipment is plugged into a surge protector. Please check with your respective military legal office for installation specific benefits.

### Rent

- Your monthly rent will be paid via the transfer of your BAH allotment to the Owner. This is authorized in the Agreement.
- First month's rent: Your first month's rent will be prorated and must be paid, by you, directly to Agent by cashiers check, money order or certified check before you move into the Residence.
- The prorated rent amount is equal to the Resident's monthly BAH, divided by the actual days in the month, and then multiplied by the number of days Resident will occupy the Residence.
- Prorated rent may be paid in advance in the Housing Office. Proof of payment will be required by the Neighborhood Coordinator at the time of condition walk. Without proof of payment, the condition walk will be cancelled. The Resident will be given 24 hours to pay the prorated rent and reschedule condition walk. If prorated rent is not paid within 24 hours, the Resident will forfeit the home and the Resident will be removed from the wait list.
- An allotment will be initiated for the next month's rent and will remain in effect throughout your residency. Please see your Neighborhood Manager for specifics on how and when your allotments will be terminated upon move out.
- All payments must be made in the form of cashier's check, certified check or money order in the exact amount due.

### Lease Term

- Resident shall reside in the Residence for at least a six (6) month term.
- If the Agreement is terminated by Resident prior to the end of the minimum lease term, then Resident will be obligated to continue paying rent until the earlier of (i) the date a new Resident moves into the residence or (ii) the expiration of the six (6) month term.

## **Late Charges and NSF Fees**

- Resident acknowledges that non payment of rent will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with accounting for and attempting to collect late payments; collection agency expenses; and other administrative and accounting costs. As a result, if you do not pay your rent when it is due, we will assess late fees as follows: A late fee of 10% will be charged for the month rent is due with an additional \$5.00 per day until rent is received. Similarly, if your check or other form of payment is dishonored by your bank, we will assess an additional NSF fee of \$40 per check. All other above mentioned fee's apply as of date rent was due.
- If, for any reason other than a DFAS error, we do not receive your BAH on or before the 1<sup>st</sup> day of the month, as described above, your Rent will be considered late and will be recorded in your file as being late. If payment is still not received in Agent's Management Office by the 5<sup>th</sup> day of the month, you will be assessed late fees as described above.
- Any late fee must be paid to Agent in the form of a cashier's check, certified check or money order.
- Non-payment of Rent is a serious violation. If Rent is late, Agent will contact your installation command. This may result in termination of the Agreement if acceptable payment arrangements are not made.

## **Acceptance of Payments**

- You will not be penalized for non-receipt of rent due to an error of the Defense Finance and Accounting Service (DFAS) or the third-party BAH collection vendor.
- Payments made by your BAH allotment will be applied to rent, utilities and personal liability insurance. The DoD Utility Conservation Program applies.
- Other payments will be applied to satisfy unpaid late fees when applicable.
- Agent is not obligated to accept monies for partial payments. Acceptance of a partial payment by Agent will not waive any rights Agent may have to proceed with any actions available to it, including termination of the Agreement.

## **Eligibility**

- The general eligibility requirements for Lewis-McChord Family Housing are defined as an eligible Sponsor and his/her legal dependents who qualify as such under the Defense Enrollment Eligibility Reporting System (DEERS) and who are residing with the Sponsor on a full-time basis (this is defined as having physical custody for more than 6 consecutive months). If for any reason the Sponsor or family status changes or the Sponsor no longer resides in the Premises, the remaining Occupants will be re-evaluated for their eligibility. If these remaining Occupants are found to be ineligible, they must promptly vacate the Premises and release any rights to occupancy or use of the Premises. A more extensive list of rules is available at the Management Office.

## **Application Information**

- To apply for housing at Lewis-McChord Family Housing, you will be asked to complete Agent's application form, which will be available at the time of the briefing for incoming personnel. You will also be asked to show eligibility documentation.
- Sponsors will not be placed on the waiting list at the gaining installation prior to signing out of the losing installation. DA Form 31 and DA Form 137 will indicate date departed last permanent duty station. Sponsors must sign in to your respective installation before assignment to Family Housing is made.
- If there are any changes to the information you provided to Agent on your application or in your housing file, you agree to promptly notify Agent in writing by delivery to the Management Office.
- If any information on your application is false, incomplete or misleading or if you fail to notify Agent of any changes, it is considered a default by you under your Agreement, and Agent may choose to immediately terminate your Agreement and begin eviction proceedings.

## **Delay in Delivery of Possession**

- If, for any reason, Agent does not deliver possession of the Residence to you on or before the commencement date stated on the Agreement, Agent shall make every reasonable effort, but is not required, to provide alternate accommodations to you, if necessary.
- If the Residence is not delivered to you within thirty (30) days from the date promised, either you or Agent may terminate the Agreement by written notice. If the Agreement is not terminated, the expiration date of the Agreement will not change due to any such delay, even if the commencement date is adjusted. If you can reasonably occupy the Residence while Agent makes final preparations to the Residence, rent will be paid as outlined herein and in the Occupancy Agreement. To “Reasonably occupy” will be defined as, at a minimum, the ability to use kitchen and bathroom facilities in a normal manner.

## **Disclosure of Information**

- If requested of Agent, Agent may provide information on any or all of the Residents in your residence to a third party for law-enforcement, governmental or Agent’s business purposes.

## **Your Personal Safety**

- You acknowledge and agree that protection against criminal activity is not within Agent's power; Agent does not provide (and does not have a duty to provide) any security protection services, security lighting, or any other security measures at Lewis-McChord Family Housing; you shall depend solely upon the Military Police/Security Forces for security protection; and Residents are responsible for their own personal security.
- Agent has no obligation to conduct criminal background checks on current or prospective residents.
- Agent will not be liable for failure to provide any security measures, for not conducting criminal background checks or for the criminal or wrongful actions of others against you, your Occupants or your guests.

## **Liens or Sales by Owner**

- The Agreement is subject and subordinate to all present or future ground or underlying leases, mortgages or deeds of trust affecting Lewis-McChord Family Housing. Foreclosure of any mortgage or any sale of all or any portion of Lewis-McChord Family Housing shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if the Agreement was by and between Resident and such purchaser, as Agent. Upon any such foreclosure or sale, Agent shall be released from all obligations hereunder accruing from and after the date of such foreclosure or sale and Resident shall look solely to the then owner for the performance of the duties of Agent hereunder.

## **Use and Occupancy**

### **Use of Your Residence**

- The Residence is to be occupied and used as a private residential household only.
- You may conduct a lawful business “at home” by computer, mail or telephone if customers, clients, patients or other business associates do not come to the Premises for business purposes. Any exceptions, such as “Home Child Care Service,” must be approved by: Fort Lewis the Director of Morale, Welfare and Recreation (DMWR). McChord AFB Airman and Family Services. This service may only be conducted on the Premises if you obtain written authorization from Agent before establishing your business.
- Any lawful business that is allowed as stated above must be conducted in accordance with applicable laws.
- Agent will require proof of all required registrations, insurance and permits to be submitted once approval is given by Agent but before any business is conducted.
- If your home based business/side job becomes a problem/nuisance in the neighborhood (such as disturbing the quiet enjoyment of residents, the visual appearance of neighborhood, or makes you unable to use any portion of your home for the intended purpose) you agree to immediately close the business and correct any issues that may be pending. Determination of acceptable businesses/side jobs is at Agent's sole discretion.

## Occupancy of Your Residence

- Occupancy of the Residence is subject to occupancy standards identified by Agent. As a general rule, the maximum occupancy for a Residence is two persons per bedroom plus one additional person for the household. For example, maximum occupancy for a three-bedroom residence would be seven (7) people. Exceptions may be made in rare instances, for exceptional circumstances, and only on a case-by-case basis.
- Only those Residents identified on the Agreement may occupy the Premises.
- Children born, adopted or becoming dependents by marriage during the term of the Agreement may occupy the Premises without Agent's prior written consent, subject to the occupancy standards described above. Additional family members must be added to the Agreement as soon as proper legal documentation is obtained.
- Spouse and/or family members are required to be in the residence within 30 days of move-in.
- You may have an authorized guest, as defined below; occupy your Residence for up to a total of thirty (30) days in a calendar year. If you allow any person other than an authorized guest to occupy your Residence, that person will be considered a Resident and must qualify as your legal dependent. See your Neighborhood Manager for more specific information.
- An authorized guest is as follows:
  - Someone who is visiting from outside the Lewis-McChord area, who will stay in the Residence for no more than thirty (30) days and who has a permanent residence elsewhere.
  - A person ceases to be an authorized guest when he/she:
    - is using your Residence as his/her mailing address
    - has children who are enrolled in school
    - is a child enrolled in school in the Lewis-McChord area
    - is assigned to Fort Lewis or McChord AFB (whether service member is drawing BAH or not)
    - is from the local area, and/or is working or looking for work in the local area or is trying to apply for public assistance in the area. Agent will require any such person(s) to be added to the original application and qualify as a legal dependant of Sponsor, and, if approved for residency in your Residence, Sponsor must enter into a new Agreement for the Residence.
- During deployments the Sponsor may request a family member or friend (guest) stay with the remaining spouse for support. Please see the housing office for proper request form and instructions to complete Guest registration.
- If the Residence is vacant for more than fourteen (14) consecutive days, you must notify Agent in writing. It is recommended that an Extended Absence Form be completed and returned to the housing office prior to leaving home vacant.
- No more than one family may occupy a one-family type residence. Joint occupancy of family housing is not authorized.

## Assignment or Subletting by You

- You may not assign the Agreement or sublet all or any portion of the Premises. (Subletting is the process of transferring your lease to another service member.)

## Criminal Activity

- Residents or any other person under the Residents' control shall not (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, as described below, prostitution or criminal street gang activity, on or near Lewis-McChord Family Housing or otherwise ("Criminal Activity"); (ii) engage in any act intended to facilitate Criminal Activity; (iii) use or permit the Premises to be used for, or to facilitate, Criminal Activity; or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near Lewis-McChord Family Housing or otherwise. "Drug related criminal activity" means (i) the use of or (ii) the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell, distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as such terms are defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. It also includes possession of drug paraphernalia. One or more violations of the provisions of this

paragraph shall be a default under the Agreement and good cause for the immediate termination of tenancy and eviction from the Premises. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence and upon Agent's reasonable suspicion, at Agent's sole discretion. In addition, if Agent has actual notice that any Resident has engaged in any Criminal Activity during the term of the Agreement or otherwise, Agent may take action to terminate the Agreement and evict Resident from the Premises.

1. Sponsor, any occupant of the Residence, any of their guests or any other person under the Sponsor's or any such occupant's control shall not engage in any criminal activity of any kind, including, but not limited to, drug related criminal activity, as herein described, prostitution or criminal street gang activity, on or near the Premises or otherwise ("Criminal Activity.") "Drug related criminal activity" means: (i) the use of or (ii) the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell, distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as such terms are defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time.
2. Resident, any occupant of Lewis-McChord Family Housing, any of their guests or any other person under the Resident's or any such occupant's control shall not engage in any act intended to facilitate Criminal Activity.
3. Resident, any occupant of Lewis-McChord Family Housing, any of their guests or any other person under the Resident's or any such occupant's control shall not use or permit the leased home to be used for, or to facilitate, Criminal Activity.
4. Resident, any occupant of Lewis-McChord Family Housing, any of their guests or any other person under the Resident's or any such occupant's control shall not engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Premises or otherwise.
5. One or more violations of the above provisions shall be a material violation of the Lease and good cause for the immediate termination of tenancy and eviction from the housing. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence and upon Lessor's reasonable suspicion, at Lessor's sole discretion.

### **Registered Sex Offenders – (RSO)**

No RSO individuals are allowed to be a guest or resident on Fort Lewis or McChord AFB.

### **Repair, Maintenance and Preservation**

#### **Move-In Checklist**

- Upon occupancy of the Residence, a move in inspection will be conducted with a staff member using the Move-In Checklist. On rare occasions, a move in inspection may not be completed by a staff member at the time of move in. If this occurs, a checklist will be given to the resident to complete. If you do not return the completed Checklist within ten (10) days of move in, you agree that the Agent's inspection is an accurate account of the condition of the premises.
- The Checklist will give you an opportunity to note any damages which may not be reparable (e.g., nicks and scratches) but for which you should not be held responsible upon move-out. A representative of Agent will verify these minor damages.
- By completing and signing this Checklist, you agree that you find the Premises to be in a clean, rentable, undamaged condition (except as otherwise agreed by you and Agent on the Checklist) and you accept the Premises "as is."
- This same Checklist will be used again at the time of move-out to compare move-out conditions of the Residence and to determine charges for any items that are damaged by you above normal wear and tear.

## Maintenance of Your Premises

- You are responsible for the removal of trash from the Premises to the appropriate collection point. (See Trash and Litter)
- You agree to maintain the Premises in a clean, sanitary, safe and undamaged condition.
- For your safety, you must not obstruct or place any personal property in front of any heating equipment or vents.
- You must use reasonable care when using plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances and use such items only in the manner designed.
- You must immediately notify Agent of any needed maintenance or repair of the Premises, including, but not limited to, any equipment, fixtures, electrical systems, mechanical systems, and appliances. Any damage to the Premises or other areas of Lewis-McChord Family Housing caused by you, your Occupant(s), or any of your guests will be corrected, repaired, or replaced by Agent at your expense.
- To report maintenance issues and/or damage to the Premises, call the Maintenance Office at (253) 912-3500.

## Decorations/Alterations

- You may not decorate the Premises, other than hanging pictures or other generally accepted wall decorations, which shall be done with care so as not to cause damage to the Premises.
- You may not make alterations or other additions to the Premises.
- Halloween decorations must be removed by Nov 10<sup>th</sup>. Trick or Treating is allowed on Oct 31<sup>st</sup> between the hours of 6 and 8 pm. Any homes with porch lights out are not participating.
- Holiday decorations are restricted to first story gutters. All December Holiday decorations must be removed no later than January 10. Please contact your Neighborhood Manager for holiday decoration guidelines.
- **You may not install or maintain on the Premises any fixture, major appliance, device, or sign, without Agent's prior written consent.** Any decorations, alterations, additions or fixtures which are made or installed after you have received Agent's prior written consent shall be done at your expense in accordance with Agent's standards and specifications. Upon move out, you are required to remove such item(s) and restore the Premises to its original condition, unless otherwise agreed to by Agent. Immediate removal may be required of any decorations, alterations, additions or fixtures which are made or installed without Agent's prior written consent. The Premises will then be restored or repaired at your expense. Ceiling fans are only allowed in certain homes. Homes must have the appropriate electrical box to accommodate the additional electrical load and weight of the ceiling fan. Our team can assist you in determining if your home meets those requirements. Please contact the Maintenance office at 912-3500 for assistance.
- Alarms & Sensors: Wireless portable alarm systems are permitted.
- Residents and their guests are not allowed to climb onto any roofs for any reason. Call the Maintenance Office at (253) 912-3500 for assistance or 911 for emergencies.
- Signs, posters, political signs, etc. are not permitted in windows or on doors.
- Freezers or laundry appliances are allowed, but must be appropriately and safely installed within the Residence. Freezers may only be stored in attached garages or carports that are fully enclosed, as long as you are still able to park your vehicle in the carport without it extending beyond its limits.
- Installation of semi-permanent structures, including skateboard ramps, is prohibited.

## Paint Policy

- You may paint your home to personalize your living space.
- Contact the Housing Office for the current list of Approved Painting Contractors.
- When you leave housing the home must be restored to the original color or primed.
- See the Housing Office for specific paint information prior to returning paint to original color.

## **Tub Resurfacing -The following is recommended to help maintain resurfaced areas:**

- **DO NOT** use the resurfaced area for a period of 48 HOURS after work is completed. Most surfaces cure in 24 hours, and can be touched without damaging the surface. We recommend 48 hours because the surface may still be soft, and heavy objects may cause indentations in the resurfaced area
- **DO NOT** use bleach, oven cleaner or abrasive cleaners such as Comet, etc. on your resurfaced areas.
- **DO NOT** use a Scotch Brite Sponge or any other type of abrasive cloth/scrubber on resurfaced areas.
- **DO NOT** use a bathmat after you have resurfaced a bathtub. The suction cups will cause the adhesion of our material to weaken over time, making the surface lift up and peel.
- **ALWAYS** use a non – abrasive spray cleaner such as Lysol or 409 to clean resurfaced areas. Other gel cleaners may also be used. Lysol tub and tile cleaner works well for bathtubs and tub surrounds.
- **ALWAYS** use a standard sponge or cloth for cleaning resurfaced areas.
- **ALWAYS** re-caulk all seams and edges of resurfaced area. For example, a bathtub needs to be caulked around the drain, overflow, and top edge of bathtub where it meets the tub surround. For countertops, the edges near the backsplash should be covered. Caulking around the sink is also highly recommended. You may also call in a work order if you notice your caulking needs to be re-done.
- **FOR A TWO WEEK PERIOD AFTER RESURFACING**, always dry surfaces after every use. Do not allow water to stand near drain on bathtubs and sinks. Also avoid using any soap products that contain dye. This can cause stains over time, especially for bathtubs and sinks.

## **Locks**

- You shall not change any interior or exterior door locks or add new locks, without first obtaining the prior written consent of Agent.
- If Agent grants permission to change any lock, the lock shall be installed by Agent or by a third party approved by Agent and shall be installed at your expense. You must immediately deliver a key for each such lock to Agent at Agent's Maintenance Office. If you damage any lock or cause any other damage as a result of replacing any lock, you will be charged the actual cost to repair the damage and/or replace the lock. Such charges will include time and materials.

## **Lock Change Policy / Extra Key Policy**

Any resident may request a lock change or an additional key during normal business hours.

- Charges may apply.

## **Lock Out Policy**

Any resident may request maintenance personnel to open their home for them during normal business hours.

- If a resident is locked out after normal business hours they must call a lock smith.
- If a resident is locked out after normal business hours due to criminal activity, the resident must first contact the MP's/SF's and then contact the Call Center at 253-912-3500 for additional assistance securing your home if necessary.

## **Keys, Access Cards and Remotes**

- Fort Lewis: If a resident would like to get additional keys maintenance will provide the additional as requested. Resident must go to 7910 Plant Road (Maintenance Facility) during normal business hours and show proof of residency.
- McChord: If a resident would like to get additional keys maintenance will provide the additional as requested. Resident must go to 3080 Woodridge (Maintenance Facility) during normal business hours and show proof of residency.
- You will be charged a reasonable fee for the replacement of each damaged, lost or stolen access card or remote.
- If all of such keys, access cards and remotes are not returned to Agent on or before the termination of your occupancy under the Agreement, you will be charged a reasonable fee for the replacement of such items.

## Peep Hole Policy

Peep holes can be installed on main door without an existing peep hole when requested by a resident. To schedule a work order for the installation of a peep hole call 253-912-3500.

## Basement/Attic Policy

- Resident acknowledges the basement/attic area of their assigned home is not intended for use as additional storage space for excess household goods, or for use as additional living space. Storing items or using the basement/attic as additional living space such as a sleeping/bedroom area, playroom/recreation room, pet housing, or for any other non-authorized use, could result in damages to the Resident's personal property or to the home itself.
- Resident agrees that Resident shall be solely responsible for any damage to the resident's property and/or injury to the Resident, occupants and guests resulting from Resident's failure to comply with terms of this Addendum. Furthermore, Resident agrees to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by person, or damage to property of any kind.
- A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this addendum shall control. Any term that is capitalized and defined in this Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

## Garage Policy

- Resident acknowledges the sole purpose of their assigned single car garage is for the storing of a vehicle. The intent of the garage is not for the purposes of storing excess household goods nor is it intended to be converted in to additional living space, such as, but not limited to, an additional sleeping/bedroom area, play room/recreation room, housing for pets, or for any other uses besides the storing of a vehicle. Using the premises for such purposes could result in damage to the resident's personal property and/or the housing unit. Resident agrees that Resident shall be solely responsible for any damage to the resident's property and /or injury to the Resident, occupants and guests resulting from Resident's failure to comply with terms of this Addendum. Furthermore, Resident agrees to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by person, or damage to property of any kind.
- A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this addendum shall control. Any term that is capitalized and defined in this Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

## Storage

- For your safety and the safety of others, you shall not store any goods or materials of any kind or description in the Residence or in any storage space if such goods or materials are combustible or would increase the risk of fire or damage to the Premises for example but not limited to any tanks storing chemicals or gases such as oxygen and propane, gasoline and lighter fluid.
- Storing items next to a gas furnace or gas hot water tank is prohibited.
- You will be responsible, at your sole cost and expense, for providing an appropriate lock, if required, for any storage space used by you.
- Any item stored by you in any storage space shall be stored at your own risk and neither Owner nor Agent shall be responsible for any loss or damage thereto by fire, theft, water, or otherwise.
- You may install a maximum of one storage shed behind your Residence, in accordance with the provisions governing allowable storage sheds later in the handbook, with the permission of your Neighborhood Manager.
- Items other than approved outdoor furniture, BBQ grills and toys will not be stored against your home or in your yard. Please see approval for storage sheds on page 29.

## Satellite Dishes and Antennas

Agent will allow the installation of one (1) satellite dish per Residence. If you wish to install a satellite dish on the Premises, you must submit a "Satellite Dish Request Form" to the area Neighborhood Manager, along with the digging permit number issued from the Public Works office to allow the installation of one (1) individual satellite dish. The following terms and conditions must be fully complied with:

- The satellite dish may not exceed one (1) meter (approximately 3.3 feet) in diameter. The dish may only be placed on your patio, in your back yard or inside your Residence, and may not be, under any circumstances, installed on, or affixed, attached or clamped to any exterior building walls or roofs, or any windows, patio or balcony railings or posts. In addition, a dish that is placed on a balcony or inside the Residence may not protrude outside a window or over a railing of any kind, even on a temporary basis. Dishes may not be placed in any common area. No holes of any kind are permitted to be drilled in any exterior walls, window frames or balcony railings without our prior written consent. If Agent consents, such holes may only be drilled by Agent's personnel, and Agent reserves the right to charge a reasonable fee for this service. Manners in which a wire may be fed into the Residence from outside without drilling holes include a flat cable under a doorjamb or windowsill, or a magnetic or suction device attached to a window. Splicing of existing wires (including cable, electrical, telephone or other utility wires) or otherwise tampering with or tapping into existing cable, electrical, telephone or other utility systems will not be permitted under any circumstances. You may use tripod designed stands made for such purposes to "install" dishes or antennas.
- The dish signal may not in any way interfere with any cable or other utility or communications systems, whether now or in the future located at Lewis-McChord Family Housing or in the Residence, and, if it does, Agent reserves the right to require that the dish be removed upon notice to you. Agent also reserves the right to require that the dish be removed upon notice if Agent complies with Section 207 of the Telecommunications Act of 1996 and its related rules, regulations and interpretations regarding a central antenna for Lewis-McChord Family Housing. Agent reserves the right, but is not obligated, to inspect the installation upon completion and at any time in the future during the term of your Agreement and reserves the right to require any modifications and/or maintenance deemed necessary, at Agent's sole discretion and at your cost. Notwithstanding the foregoing, you shall be solely responsible for ensuring that the dish is properly and safely installed in compliance with all applicable laws and for maintaining the dish. You acknowledge and agree that Agent's inspection and/or required modifications of the dish installation shall not render Agent liable or responsible for the same.
- Satellite dishes are not allowed in front or side yards unless a signal cannot be received in the back yard area and it is therefore necessary to place the dish in the front or side yard to obtain a dish signal. Before placing a satellite dish in a front or side yard, however, you must obtain Management's approval.
- Agent has no obligation to perform maintenance on any portion of the satellite dish, antennas or its supporting systems.

## Smoke Detectors

- You acknowledge that you have inspected each smoke detector in the Residence and each such detector is operating properly at the time of move-in.
- During the term of the Agreement, you shall test each smoke detector in the Residence monthly using the test button. You shall replace dead or low batteries, if applicable, at your expense.
- You must immediately report smoke detector malfunctions or deficiencies to Agent. **Neither you nor others may disable any smoke detector in the Residence.**

## Carbon Monoxide Detectors

- Some homes come equipped with a carbon monoxide detector in the residence and each such detector is operating properly at the time of move-in.
- During the term of the Agreement, you shall test each carbon monoxide detector in the Residence monthly using the test button. You shall replace dead or low batteries, if applicable, at your expense.
- You must immediately report carbon monoxide detector malfunctions or deficiencies to Agent. **Neither you nor others may disable any carbon monoxide detector in the Residence**

## Climate Control

- You understand that it is necessary for you to provide appropriate climate control and take other measures to avoid freezing pipes in the Residence.
- You agree to maintain a temperature in the Residence of at least 50 degrees Fahrenheit at all times. When the outdoor temperature falls below 32 degrees Fahrenheit, you must keep sink cabinet doors open and leave hot and cold water faucets dripping when requested by the Management Office.
- You must immediately report to the Maintenance Office any evidence of a water leak or excessive moisture in the Residence, as well as anywhere on the Premises, and any failure or malfunction in the heating system in the Residence.
- You will be responsible for any damage to the Premises and to your personal property, as well as injury to you and/or your Occupants or guests, resulting from your failure to comply with these requirements.

## Tips for Preventing Mold and Mildew

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize mold and mildew build up in your Residence.

Although molds are part of the natural environment and the majority of common molds are not a concern to someone who is healthy, mold has the potential to cause health problems for immune-compromised individuals or those with allergies or respiratory problems. You can help minimize mold and mildew growth in your Home by taking the following actions.

- Open windows frequently when the weather is dry to allow an exchange of air and permit the introduction of sunlight throughout your Residence. It will help if you run the fan on your furnace to circulate fresh air throughout your Residence during these times.
- Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50 and 80 degrees Fahrenheit within your Residence at all times.
- Clean and dust your home on a regular basis. Regular vacuuming, mopping and use of household cleaners are important to remove household dirt and debris that mold feeds on.
- Periodically clean and dry the walls around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture accumulates, like countertops, windows and windowsills.
- Use any pre-installed bathroom fan when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Limit houseplants to a reasonable number to keep the moisture level in your home at a minimum.
- Ensure that your clothes dryer vent is properly connected and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- When outside conditions are humid, the use of a personal dehumidifier will help regulate humidity levels in your residence and create a more comfortable environment.
- Thoroughly dry any spills on carpeting.
- Do not overfill closets or storage areas.
- Do not allow damp or moist stacks of clothes or cloth materials to lie in piles for an extended period of time.
- Immediately report to the Management Office any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold or mildew that reappears despite regular cleaning.
- Immediately report to the Management Office any evidence of a water leak or excessive moisture in your home or otherwise on the Premises or in any common area.

- Immediately report to the Maintenance Office any failure of malfunction with your heating, ventilation or air-conditioning system. Do not block or cover any of the heating, ventilation or air-conditioning ducts in your home.
- Immediately report to the Maintenance Office any inoperable windows or doors.
- Immediately report to the Maintenance Office any musty odors that you notice in your home. For additional information, contact the Washington State Department of Health.

## Parking and Vehicles

### Parking Spaces

- "Parking Space" is defined as any carport, garage, driveway, parallel parking bay or marked space within a parking lot.
- Authorized parking of privately owned vehicles in the Lewis-McChord Family Housing area is for Residents and authorized guests.
- In multi-family housing areas, Agent may, in its sole discretion, assign parking spaces or areas for you and your authorized guests. If Agent does not assign a parking space to you, parking shall be on a first-come, first-served basis in shared parking areas and the number of parking spaces may be limited by Agent at anytime.
- Each Parking Space shall be used for parking passenger vehicles (cars, non-commercial pickup trucks, non-commercial passenger vans, SUV's, motorcycles, scooters, and mopeds) only. Storage of commercial vehicles or trailers of any kind is prohibited.
- On street parking is on a first come first serve basis for residents and visitors alike.
- **No vehicle may be parked on the grass or in seeded areas**, in front of refuse and recycle containers, in any other area not appropriately marked for vehicle parking.
- You may not park in a marked handicap Parking Space unless the legally required handicap insignia is displayed within or on the vehicle.
- You shall not use any Parking Space for storage of any kind. If you have a carport that is fully attached to your Home and enclosed, you may store the following items: outdoor furniture, a freezer or an extra refrigerator, bikes, lawn mowers and barbeques in your carport, as long as cars are still able to park in the carport without extending beyond the limits of the carport. Carport entrances are not to be covered. The use of tarps is not allowed. Storage shelves will be allowed but must be stable and properly adhered, organized and not unsightly. If you are a certified day care provider and have proper signage posted in your home's window, you may also store toys in your carport as long as the above guidelines are followed.
- Except as described in the section on Recreational Vehicles below, you shall not use any Parking Space for recreational-type vehicles.
- You shall not use any Parking Space to park a vehicle that is inoperable, leaks fluid, is unsightly, is a safety hazard or has expired license plates. Flat tires must be repaired within 24 hours or will be considered inoperable.
- You may not perform any repairs or adjustments to a vehicle on the Premises. Specifically prohibited is the repair, removal and storage of any major assembly or subassembly, such as, but not limited to the following: radiator, engine, transmission drive shaft, differentials, muffler/tail pipe, gas tank or brake repairs. Further, repacking of bearings, changing motor/transmission oil, greasing of autos or any repair that might result in oil or grease discoloration of pavement or running into storm sewers is prohibited.
- **Vehicles may not be placed on jacks or blocks at any time for any reason.**
- All types of bodywork are prohibited in the Family Housing areas or anywhere on the Premises.
- You agree that your use of any Parking Space will be solely at your own risk.
- **Parking on sidewalks is not allowed.**

## Tow Policy

The procedures below will be followed in the event a vehicle requires towing from Lewis-McChord Communities (LMC):

- The following situations will be given a 72 hour warning to remove the vehicle or risk having it impounded: (LMC will contact the MPs to have the plates run prior to impound. A parking violation sticker will be placed on the vehicle window to notify the owner.)
  - Abandoned vehicles
  - Expired state and post/base registration
  - Vehicles parked in another resident's assigned parking space
  - Inoperable vehicles
  - Unsightly vehicles
    - Unsightly vehicles will include, but are not limited to, the following: vehicles with flat tires, missing parts that could constitute a safety hazard, broken windows, trash and grass accumulated underneath the vehicle, and wrecked vehicles that are not being driven.
  - Recreational vehicles (other than those with LMC passes)
- The following situations will be considered an immediate tow / impound: (If the vehicle is parked at the residence, LMC will make a reasonable attempt to contact the owner by knocking on the door. In all cases if MPs are not reachable and/or do not give the requested information, vehicles will still be towed at LMC's discretion.)
  - Parking on seeded areas or areas that should be seeded
  - Parking in a 'No Parking' zone
  - Blocking dumpsters or mailbox banks
  - Parking in a designated handicapped space without proper decals
  - Blocking other vehicles
  - Parking in common areas
  - Parking on the wrong side of the street (in areas where parking is authorized on one side only)
- The vehicle's owner will be 100% liable for any and all charges associated with the towing and impound.
- If it is determined that the vehicle to be towed / impounded is owned by a deployed Service Member, LMC will make reasonable efforts to contact and make arrangements other than towing. In the event that a deployed Service Member is unreachable or does not reside in LMC housing his/her chain of command will be contacted and alternate arrangements for vehicle storage will be attempted prior to impound.
- It is the responsibility of LMC residents to inform guests of the parking / towing policy. Vehicles belonging to guests that meet the tow criteria will be towed / impounded after LMC makes reasonable attempts to locate owner / guest.
- There will be a 90 day grace period beginning November 1, 2008 through January 31<sup>st</sup> 2009 where only warnings will be issued.

## Recreational Vehicles

- A recreational-type vehicle is defined as any vehicle that is not designed primarily as a passenger vehicle and includes, but is not limited to, the following: motor homes, travel trailers (self-contained and pop-up), 5-wheel trailers, campers (mounted on trucks and not mounted), motorboats, sailboats, jet ski's, ATVs, any type of trailer and motorboat/sailboat trailers. Determination of recreational vehicle violations is at the discretion of the Agent.
- Recreational vehicles are not allowed to be stored in the Lewis-McChord Family Housing Areas or anywhere on the Premises. However, Agent may issue a 72-hour pass to allow you to bring such vehicles to your Residence for packing and cleaning. There will be a limit of two (2) such passes issued per month to each Resident from May through September and one (1) pass per month from October through April. Passes are available at the Management Office.
- Exceptions to the above policy may be granted under certain conditions. Requests for exceptions must be submitted in writing to the Management Office. Conditions under which a limited seven (7)-day exception may be granted are:
  - To accommodate permanent change of station (PCS in or out).
  - In the event a motor home or truck with a camper is used as a primary passenger vehicle.

- In the event of an authorized guest traveling with a motor home, camper or travel trailer. However, these guests are not authorized to use Lewis-McChord Family Housing utilities, such as electrical outlets and water supply.
- All such recreational vehicles must obtain and display a temporary 72-hour pass, which can be obtained from the Management Office.

## **Conduct of Residents and Guests**

### **You and Your Guests**

- You are responsible for the actions of all Residents and guests.
- You may have installation approved non military guests at your residence for 30 days per calendar year. You, all Residents and your guests shall comply with all policies and rules now or hereafter made known or posted by the Agent for Lewis-McChord Family Housing, including, without limitation, the printed policies and rules set forth in this Handbook and the rules posted in the common areas of Lewis-McChord Family Housing, all of which are referred to as the “Lewis-McChord Family Housing Policies.” You agree that any violation of any of the Lewis-McChord Family Housing Policies by you, your Occupants or guests shall be a violation under the Agreement.

### **Right to Exclude**

- Agent may exclude from the Lewis-McChord Family Housing areas and facilities any of your guests who violate the Agreement or the Lewis-McChord Family Housing Policies or disturb other residents or any of their occupants or guests.
- Agent may also exclude any person who refuses to show photo identification or refuses to identify himself or herself as a Resident, Occupant or guest or other invitee of a specific Resident in Lewis-McChord Family Housing.

### **Use of Amenities and Recreational Facilities in the Family Housing Areas**

- You agree to follow all rules and regulations for the use of all facilities at Lewis-McChord Family Housing and understand that you are responsible to ensure that all Residents and guests follow all rules and regulations.
- You agree that you, all Residents and guests will avoid any conduct which Agent, in its reasonable business judgment, deems inappropriate or disruptive.
- In the event of a violation by you, any Resident or any guest, Agent may suspend or revoke use of any or all of the facilities.
- You, on your own behalf and on behalf of all Residents and guests, assume all health risks and all risks of personal injury, death, property loss or other damages (and you release Agent from liability therefore) which may result from or arise out of attendance at or use of any facilities by you, all Residents or guests.

### **Policies and Procedures Regarding Use of Community Centers (CC’s)**

- All CC’s are for the use of residents of Fort Lewis/McChord Communities exclusively. Any resident in good standing (ie. no balance owing or in compliance of a payment plan) of any community may reserve any CC for any personal/social event if the center is available at the desired time.
- A pilot program is in place to allow CC’s to be reserved for military functions such as FRG meetings, unit picnics, etc on any available Mon-Thurs. No military functions will be scheduled on Fri-Sun. A housing resident will need to complete the reservation form and bring the security/cleaning deposit at the time the agreement is signed.
- To reserve the CC, the resident may either call or visit the Call Center at 7910 Plant Road, Fort Lewis, WA 98433 or request a reservation by emailing the community center of your choice at:
  - [Clarkdalecommunitycenter@eqrworld.com](mailto:Clarkdalecommunitycenter@eqrworld.com)
  - [Greenwoodcommunitycenter@eqrworld.com](mailto:Greenwoodcommunitycenter@eqrworld.com)
  - [Eagleviewcommunitycenter@eqrworld.com](mailto:Eagleviewcommunitycenter@eqrworld.com)
  - [Discoveryvillagecommunitycenter@eqrworld.com](mailto:Discoveryvillagecommunitycenter@eqrworld.com)

You will receive a response to your email within 2 business days (Mon-Fri). For immediate service, please visit the call center at the address above. The phone number to the Call Center is 253-912-3500.

**All reservation agreements must be signed within 48 hours of reserving the CC at the Call Center.**

The reservation agreement will include a current inventory of all items in the center and as an option, a list of approved cleaners the resident may contract with for the necessary cleaning after their event.

- The CC may only be reserved for one weekend day (Fri-Sun) at a time. The CC may be reserved for consecutive weekdays (Mon-Thurs) during the calendar month. The CC needs to be cleaned, vacated and secured by 10:00 pm on the day of reservation.
- A refundable security deposit of \$250 is required at the time the reservation form is completed
- Access will be provided through code entry and code will only be valid for the time CC is reserved.
- The CC will be returned in clean condition, ready for the next reservation.
- Tables and chairs are available in all CC's and will be provided upon request.
- Occupancy limit is 143.
- If the function and all required cleaning is completed during normal business hours (Mon-Fri 8am-4pm), please contact the Neighborhood Manager or Coordinator and they will conduct the final inspection of the CC. If your function is completed after normal business hours, a final inspection will be completed by other staff and you will be notified if damage or cleaning charges will apply.
- If the community center is damaged or not cleaned, the security/cleaning fee will be deposited and the resident will be notified by the Neighborhood Manager.
- Refunds of the security/cleaning deposit will only be issued during normal business hours (Mon-Fri, 8am-4pm) by the Call Center Manager. Please call 253-912-2150 to arrange a time to pick up the security deposit.

## Other Policies

### Policy for Air Conditioning

A resident may purchase an A/C unit for their home. The resident must have the unit installed per code and manufacturers guidelines. EQR approval is not required. The structure can not be altered in any way to install the A/C. If the unit is placed in the window, plexi-glass must be used for the exposed area. The resident will assume all responsibility for any potential damages and re-securing the window area.

### Packages

- Agent has no obligation to accept packages on Resident's behalf.
- If Agent accepts a package for you, you agree that Agent shall not be responsible for lost, misplaced, stolen or damaged packages.
- Any packages delivered to home after the home has been vacated are not the responsibility of Equity Residential.

### Hunter/Fisherman Policy

Residents who feel it is important to retain cultural traditions as they relate to hunting and fishing should "dress" or "clean" any catch prior to bringing them in to the family housing area's. Disposal of waste, "dressing" or "cleaning" a catch is strictly prohibited in the family housing areas.

### The Right to Quiet Enjoyment

- Resident will show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of Lewis-McChord Family Housing by other residents and any of their occupants, guests, or Agent's personnel or invitees.
- Agent shall be the sole judge of acceptable conduct.
- You will exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition.
- You will comply with regulations, statutes and ordinances that are applicable to the Premises.

- You agree to ensure your neighbors are not disturbed by your radios, TVs, stereos, musical instruments, etc., at any time. You agree to keep the volume down between the hours of 2200 and 0800.
- **Neighbors who are not able to reside next to each other amicably may be asked to vacate at their own expense at the discretion of the Neighborhood Manager.**

## **Procedures for Requesting Reasonable Accommodations and/or Modifications for Residents with Disabilities**

- **What is a Reasonable Accommodation?**
  - A reasonable accommodation is a change to the Lewis-McChord Family Housing rules, policies, practices or services which are needed to enable a Resident or Occupant with a disability an equal opportunity to use and enjoy their Residence or any public area of Lewis-McChord family housing.
- **What is a Reasonable Structural Modification?**
  - A reasonable structural modification is a modification made to the physical premises so that a Resident or Occupant with a disability may have equal enjoyment of the Residence.
- **Who May Request a Reasonable Accommodation and/or Modification?**
  - Any family member listed in the Agreement may request a reasonable accommodation and/or modification.
  - Reasonable accommodation and/or modification requests can be made on behalf of all disabled family members residing in the Residence including all dependents and soldiers/airmen on active duty.
- **How Does a Resident Request an Accommodation and/or Modification?**
  - Residents of Lewis-McChord who request a reasonable accommodation and/or modification to Lewis-McChord Family Housing rules, policies, practices, services or reasonable structural modifications to the Residence, which are needed because of a disability must complete and submit to the Regional Manager of Lewis-McChord Family Housing, the “LMC (Lewis-McChord Communities) Reasonable Accommodation or Structural Modification Request Form”.
  - This form must be completed and signed by the Resident’s or Occupant’s medical provider.
- **Where Can a Resident Get This Form?**
  - This form may be obtained from the Regional Manager, your Neighborhood Manager, the reception desk, or from the Lewis-McChord website at: [www.lewis-mcchordcommunities.com](http://www.lewis-mcchordcommunities.com).
- **What Information Must a Resident Provide on the Form?**
  - The completed form must identify the nature of the disability and the requested accommodation or modification, and must contain sufficient information to establish that the requested accommodation or modification relates directly to the claimed disability.
  - If the Request Form does not contain the necessary information, the Regional Manager will notify the requesting Resident and will allow a reasonable amount of time for the Resident or Occupant to correct and resubmit the form.
- **How and When Will Lewis-McChord Family Housing Respond?**
  - Lewis-McChord Family Housing will respond in writing to the written request within a reasonable time frame.
- **How Will a Resident Know if His/Her Request is Denied or Accepted?**
  - If the resident’s request is denied, the Regional Manager will notify the Resident in writing and will provide the Resident with the reasons for the denial. The Resident may choose to have the decision appealed. Information on the appeals process is outlined below.
  - If the request is approved, Lewis-McChord Family Housing will implement the accommodation or modification within a reasonable time period.
- **What if a Resident Disagrees With the Denial of His/Her Request?**
  - The Resident may submit, to the Managing Director of Lewis-McChord Family Housing, a written request for an appeal within **ten (10)** business days of receipt of written notification of the denial of the request.
- **What Happens if a Structural Modification Can Not be Made?**

- If a modification can not be made to the home, Lewis-McChord Family Housing may choose to accommodate the Resident's family by allowing the family to move. In some cases, the Government may pay for the move. Please contact the Neighborhood Manager if there are any issues relating to the move.
- **Will a Resident Have to Execute a New Family Housing Occupancy Agreement if They Relocate?**
  - Yes. Resident will have to sign a new Family Housing Occupancy Agreement or provide an original Power of Attorney that authorizes a person to enter into a new Family Housing Occupancy Agreement. This authorized person may execute the new Family Housing Occupancy Agreement on the military service person's behalf.
- **Can a Resident Make Their Own Modification if Lewis-McChord FAMILY HOUSING Denies it?**
  - In the event Lewis-McChord Family Housing denies a request for modification, Lewis-McChord Family Housing will allow the Resident to make the modifications consistent with applicable building codes at their own expense.
  - The following conditions must be met: 1) The Residence must be restored to its original condition upon move out except for reasonable wear and tear; 2) the Resident must provide a written description for the modification and reasonable assurance that the work will be done in a workmanlike manner; and 3) the Resident must obtain building permits, if necessary. The Resident may utilize the appeals process to seek determination of whether the modification should have been made as an operating expense of Lewis-McChord Family Housing and to seek reimbursement.
- **What is the Appeals Process?**
  - Within **five (5)** business days of receiving the Resident's written request for an appeal, the Appeals Committee will be notified that it must meet to review the appeal. This meeting will occur as soon as the members can be convened.
  - The Appeals Committee shall consist of **four (4)** people, **three (3)** people who will have voting rights and **one (1)** non-voting member.
  - The Resident will be allowed to present their position to the Appeals Committee, but will not be allowed to be present during the Committee's deliberation. The Appeals Committee will have **three (3)** business days from the day it convenes to rule on the appeal.
  - Decisions by the Appeals Committee shall be communicated in writing to the appealing Resident and to the Managing Director of Lewis-McChord Family Housing within **five (5)** to **seven (7)** business days.
- **Can a Resident Appeal the Appeals Committee's Decision?**
  - No. The decision of the Appeals Committee is final and binding on both parties.
- **Who Can a Resident Contact if He/She Needs Help Related to Disability Issues?**
  - Please contact the Lewis-McChord Regional Manager, the Lewis-McChord Managing Director, the EFMP Director or the Fair Housing Implementation Coordinator for assistance with any disability related issues.

### **Water Furniture**

- You may not have a waterbed or other water-filled furniture, without first obtaining written permission from Agent. Agent will not unreasonably withhold permission. If approved, additional renters insurance will be required at the resident's expense.

### **Firearms and Ejecting Devices**

- The discharge of any firearm, paintball gun, air rifle, bow and arrow, slingshot, sword, knife, etc., is prohibited within the Family Housing area.
- All Fort Lewis Family Housing residents with firearms are required to file Registration Form 816 with the Fort Lewis Military Police desk within seventy-two (72) hours of signing into their Residence. McChord AFB Family Housing residents should contact their Neighborhood manager for installation specific instructions. Requests to store firearms in Family Housing must be submitted in writing to the Sponsor's commander for approval. When approved, a copy of such approval must be delivered to the Agent's Management Office for informational purposes. All weapons must be stored unloaded, with trigger locking devices engaged and in an area that is not accessible to children. Failure to register weapons, storage of weapons without locking devices engaged or weapons that are improperly stored will be considered a violation of Lewis-McChord Family Housing policies and appropriate action will be taken, which may include termination of the Agreement. Additionally, if Residents of Family Housing are

charged with criminal negligence involving a weapon, appropriate action will be taken, which may include termination of the Agreement.

- Commercial gunsmithing and commercial sale of firearms is prohibited except for Lewis-McChord authorized activities and the Army and Air Force Exchange Services (AAFES) activities.
- Ammunition reloading is also prohibited due to the inherent fire danger involved with the storage of powder.

### **Non-Performance or Violation by You and Remedies of Agent**

- Agent may, but has no obligation to, exercise any and all of its rights and remedies under the Agreement if:
  - You fail to pay Rent as required in the Agreement.
  - You, any Resident or any of your guests fail to comply with any term, condition, or obligation in the Agreement or the Lewis-McChord Family Housing Resident Handbook, Community Policies and Family Housing Occupancy Agreement—Additional Terms and Conditions or other Lewis-McChord Family Housing policies.
  - You provide incorrect, misleading or untrue information in your application for Lewis-McChord Family Housing.
- The rights and remedies Agent may use include, but are not limited to, giving you notice to correct such breach or taking immediate action to terminate the Agreement and effect your removal from the Premises in accordance with Lewis-McChord Family Housing eviction procedures and with the concurrence of the RCO.
- If Agent elects to give such notice to correct and such violation is not corrected by you, the Agreement may be terminated and Agent may effect your removal from the Premises as provided by the decision reached in such eviction procedures, as established at Lewis-McChord Family Housing.
- In addition, if you fail to pay any unpaid Rent, charges and/or damages, after Agent notifies or attempts to notify you, Agent may report such unpaid amounts to the local credit bureau to be recorded on your credit record.

### **Abandoned Residence**

- If you abandon the Premises or Agent suspects you have abandoned the Premises, Agent shall take all steps available to it to determine such abandonment and may begin proceedings to terminate the Agreement and regain possession of the Premises.
- Should the Sponsor be deployed or otherwise be absent from the Premises due to military duty during the determination of the abandonment, Agent shall make all reasonable efforts to contact Sponsor and coordinate the resolution of such abandonment through military channels.

### **Agreement Term Expiration – Notice to Vacate**

- In order to terminate the Agreement on or after the expiration date contained in the Agreement, either party must provide the other party written notice thirty (30) days prior to the date of intended move-out. This is also known as “Notice to Vacate” or “NTV.”
- Terminations by Residents will be completed by using Agent’s NTV form. You must make an appointment with your Neighborhood Manager to complete your NTV.
- If permanent change-of-station (PCS) orders do not allow thirty (30) days’ notice before vacating the Premises, the thirty-day notice requirement will be waived upon delivery of a copy of your PCS orders with the NTV documents.
- If you fail to produce your PCS orders or if you are terminating for your own convenience and wish to give less than a thirty (30)-day notice, you will be responsible to Agent for the daily amount of rent from the date upon which you give notice until the completion of the thirty (30)-day notice period or until the Premises is occupied by another resident, whichever is less.
- In the event that either party provides the other party with an NTV as required under this paragraph, you agree to vacate the Premises on or before the termination date specified in the NTV.
- Unless either party provides the other party with such advance Notice to Vacate, the Agreement will not terminate upon the expiration date of the Agreement term, but, instead, will automatically remain in effect and the Agreement term will automatically renew on a month-to-month basis subject to all of the terms and conditions contained in the Agreement. Except for month-to-month automatic renewals described above, all other renewals or extensions of the Agreement must be by written agreement signed by both Resident and Agent.

## Month-to-Month Tenancy

- If and when the Agreement converts to a month-to-month tenancy, either party may terminate the month-to-month tenancy (for any reason or no reason) by giving the other party a written NTV at least thirty (30) days prior to the date either party wishes to terminate the Agreement.
- All rent and other obligations under the Agreement shall continue until the date specified as the termination date in the NTV documents.
- You agree to vacate the Premises on or before the termination date.
- If you do not give proper notice, you are responsible for rent until the end of a thirty (30)-day notice period from the date of move out or until another resident occupies the Residence, whichever is first.
- If your PCS orders do not allow thirty (30) days' notice before vacating the Premises, the 30-day notice requirement will be waived upon your delivery of a copy of your PCS orders with the NTV documents.

## Deployments and Returning to Housing

- If you do not choose the option listed on page 7 "Use of Your Residence" for guest sponsorship and choose to vacate your home, the following will be offered to you:
  - At the time you give 30 day's notice, you will be given the option to be placed back on the wait list with a completed housing application. Your eligibility date will be the day after you vacate your current home if your completed application for housing is received in the Housing Office prior to move out.
  - Service members who have chosen not to be placed on the wait list at the time of move out and later decide they would like to move back into housing will have an eligibility date of the date their completed housing application is delivered to the Housing Office. No backdating of eligibility date will be approved.

## Termination

- Upon termination of the Agreement, you agree to return to Agent, at Agent's Management Office, all keys, access cards and remotes previously issued by Agent to you.
- You agree to vacate the Premises and Lewis-McChord Family Housing peaceably and to return possession of the Premises in a clean and undamaged condition, less reasonable wear and tear, as determined by Agent.
- Agent will not charge you for damages shown on a Move-in Checklist or other written document that Agent agreed to at the time of move-in (as provided in this Handbook).
- You agree that if the Premises are not returned in the same condition as move-in, taking normal wear and tear into account, you will be charged Agent's cost to repair or clean such damage above normal wear and tear.
- If either party gives the other party an NTV, you grant Agent the right to inspect the Premises by scheduled appointment or during normal business hours during the last thirty (30) days of your tenancy.
- In the event of abandonment or involuntary termination, you shall pay all applicable administration fees, attorneys' fees, court costs, and other fees and costs, including, but not limited to, collection costs, reasonably incurred by Agent in connection with the enforcement of all or any portion of the Agreement, even if Rent is accepted by Agent and even if a lawsuit is not actually filed.

## Abandoned Property

- You agree that if any of your personal property is left in or around the Premises or within the Premises after your termination date or is put in any unauthorized area, it shall be deemed abandoned and Agent may immediately remove or dispose of that property in the manner deemed appropriate by Agent.
- In such a case, you waive any claims for damages against Agent with respect to those items.
- You agree to pay any reasonable costs incurred by Agent for the disposal of such abandoned property.

## **Holding Over After Notice to Vacate**

- If you fail to vacate the Premises on or before the termination date established on the NTV, your continued occupancy shall be considered “holding over.” You may be charged for the period of holdover at a rental rate equal to One Hundred Dollars (\$100) per day. The purpose of this charge is to cover any cost or inconvenience for the displacement of the incoming service member assigned to the residence.
- Agent may elect to treat your tenancy as not terminated unless and until all of your personal property has been removed from the Premises and all keys; access cards and remotes previously issued to you by Agent are returned to Agent at the Management Office. Therefore, to avoid paying the holdover rent, you must remove all your personal property from the Premises and return all keys, access cards and remotes on or before the termination date specified in your NTV.

## **Return of Applicable Refund**

- Agent shall inspect the Premises upon your vacating it. You may make arrangements with Agent to accompany Agent’s representative during the inspection of the Premises at the time you vacate. If you choose not to make these arrangements, an authorized representative will inspect the Premises and have final authority to determine the applicable charges for any cleaning or damages.
- Refund amounts to be returned to you in accordance with the provisions of this paragraph may be reduced by unpaid rent, damages or other outstanding fees. The return of any monies will be in the form of one (1) check payable to Sponsor and mailed to the forwarding address provided to Agent by you at the time of move out.
- After you vacate the Premises, any credit amount in your account will be forwarded to you via mail by the 15<sup>th</sup> of the month following your move out. (Example: if you moved out in June you should see your refund check by July 15<sup>th</sup>). This is because your BAH is paid in arrears and will ensure that you receive all monies due to you. See next bullet.
- Owners receipt of BAH allotment is usually within the first five (5) days of the month. If you have not received your reimbursement by the fifteenth (15<sup>th</sup>) day of the month following your final inspection, please contact the Management Office.

## **Notices and Service**

- Any notices from Agent to you shall be considered delivered when:
  - Deposited with the U.S. Postal Service, properly addressed to the Residence identified in the Agreement, first class postage prepaid;
  - Personally handed to any adult resident in the Residence; or
  - Left at the Residence in your absence.
- Any notice from you to Agent shall be considered delivered when:
  - Deposited with the U.S. Postal Service, properly addressed to Agent’s Management Office, first class, postage prepaid;
  - Sent by certified mail, properly addressed, to Agent’s Management Office, postage prepaid and return receipt requested; or
  - Personally delivered to an employee of Agent at Agent’s Management Office during normal business hours.
- The person designated as the Neighborhood Manager for Lewis-McChord Family Housing is the person authorized to act on behalf of Agent in connection with the Agreement. Equity Residential Management, L.L.C. is the Agent for the Owner of Lewis-McChord Family Housing and service of process can be made through Agent’s Statutory Agent.

## **Liability**

- Agent shall not be liable for any damage, loss or injury to persons or property occurring in or on the Premises or in or on the other areas of the Lewis-McChord Family Housing which is not caused by Agent’s gross negligence or willful misconduct.

## **Renter's Insurance**

- Agent will provide you with a renter's insurance policy of standard coverage. The policy is made for the Residence to protect your contents as long as you are a current resident of Lewis-McChord Family Housing. This policy will also provide limited liability coverage. Specific coverage amounts will be provided to you by Agent's Management Office when you move in.
- Any insurance other than this basic renter's insurance policy will be at your expense, including any desired pet insurance. Basic renter's insurance is included in your BAH allotment to Agent at no extra charge to you.
- Any damages or issues resulting from criminal activity should be reported to the police and then reported to Lewis-McChord Communities for informational purposes only.

## **Notice of Tenant Responsibility**

- Tenants are advised that neither the Government nor the Agent insures the personal property and leasehold improvements of the tenant, although they may have rights and remedies under the Military Personnel and Civilian Employees Claims Act (MPCECA). The military member should contact their installation legal office for additional information regarding MPCECA.

## **Limitation of Agent's Liability**

- To the maximum extent permitted by applicable law, you specifically agree to look solely to the Owner of Lewis-McChord Family Housing's interest in Lewis-McChord Family Housing for the recovery of any judgment against Agent, it being agreed that Agent and any of its related and affiliated entities (and any of its past, present or future officers, directors, trustees, employees, partners, shareholders, insurers, and Agent's representatives) shall never be personally liable for such judgment.

## **Fire and Casualty (Damage/Neglect/Abuse)**

- If the Premises are unable to be occupied by you and your Occupants, as determined by Agent in its sole discretion, due to fire, explosion or other casualty which is not as a result of the negligence or intentional conduct of you or any Occupant or your invited guests, Agent may, at its option, either terminate this Agreement or repair the Premises. If Agent elects to repair the Premises, the Rent on the damaged Premises shall be abated and prorated from the date on which the Premises became unable to be occupied to the date on which you may reoccupy the Premises, as determined by Agent in its sole discretion.
- If the Premises are unable to be occupied by you, as determined by Agent in its sole discretion, due to fire, explosion or other casualty which is as a result of the negligence or intentional conduct of you or any Occupant or your invited guests, Agent may terminate this Agreement and you shall be liable to Agent for all damage caused by such negligence or intentional conduct. If Agent elects to repair the Premises and does not terminate the Agreement, Rent on the damaged Premises shall not be abated or prorated, and you will be liable to Agent for all damage caused by such negligence or intentional conduct.
- If Agent does not elect to repair the Premises or if the building in which the Residence is located is substantially (as determined by Agent in its sole discretion) or totally destroyed, this Agreement shall immediately terminate.

## **Waivers**

- Agent's failure to insist upon strict compliance with the terms of the Agreement or Agent's delay in demanding any amounts due under the Agreement shall not constitute a waiver of its right to act on any current or future violation of the Agreement or make any current or future demand of amounts due under the Agreement.
- Your obligation to pay Rent during the term of the Agreement shall not be waived, released, or terminated by the service to you of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in termination of your right of possession. Agent's acceptance of Rent after it falls due or after knowledge of a breach of the Agreement by you is not a waiver of Agent's rights under the Agreement or an election not to proceed under any provision of the Agreement or the law.
- Agent's rights and remedies under the Agreement are cumulative and the use of one or more remedies shall not exclude or waive Agent's right to other remedies.

## Waiver of Jury Trial

- Unless otherwise required by applicable federal, state or local law, the parties waive trial by jury on any action arising in any way from your tenancy and agree that a non-jury trial is the selected forum for settling claims.

## Written Agreement

- The Agreement, including this Handbook, contains the entire agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by an authorized representative of Agent and by you. There are no oral understandings, terms or conditions and neither party has relied upon any representations, express or implied, not contained in the agreement.

## Joint and Several Liability

- Each signatory to the Agreement is responsible for all terms and conditions contained or referenced in the Agreement.

## General

- Each signatory to the Agreement states that he or she is of legal age to enter into a binding agreement for lodging. Time is of the essence with respect to the Agreement.

## Pet Policy

**The number of pets combined is limited to two per home.**

**All pets must be approved prior to residing in Lewis-McChord Family Housing.**

- **Lewis-McChord requires that all pet owners register their pets within 5 days of arrival.**
- **Within 2 weeks of acquiring your pet you must supply Agent with a tag number, which will verify the proper rabies inoculation. Tag numbers can be obtained from the vet services available through McChord.**
- **Pet privileges may be revoked if pet damages the home.**
- **Residents who receive a violation will be fined \$100 for unauthorized pets.**
- **Residents who receive a second unauthorized pet violation will permanently lose pet privileges.**

## Pet Rules

- The number of pets combined allowed without a deposit is two per home. Additional pets, up to four, will be allowed with the payment of a \$250 security deposit for each additional pet over two. No additional pets will occupy Resident's home other than the pet(s) described in the Pet Agreement, unless approved in writing by Agent, which approval may be withheld in Agent's absolute discretion.
- Pets allowed include dogs (except those determined, in Agent's sole discretion, to be dangerous or potentially dangerous), domestic cats (to be kept indoors only), small caged animals, birds and tropical and/or goldfish. Residents may not board in privatized housing any dog of a breed (including a mixed breed) that is deemed "aggressive or potentially aggressive" unless the dog is a certified military working dog that is being boarded by its handler/trainer. For purposes of this policy, aggressive or potentially aggressive breeds of dogs are defined as Pit Bulls (American Staffordshire Bull Terriers or English Staffordshire Bull Terriers), Rottweilers, Doberman Pinchers, Chows and wolf hybrids. Exotic animals such as, but not limited to, reptiles, rodents (other than hamsters and guinea pigs), hedgehogs, skunks, rats, raccoons, squirrels, potbellied pigs, ocelots, coatimundis, ferrets, monkeys, snakes, prairie dogs, minks and farm animals are not allowed.
- You may be required to obtain additional insurance due to your pet as set forth in the Pet Agreement.
- Breeding of animals for any purpose in the Residence or anywhere on the Premises of Lewis-McChord Family Housing is prohibited.
- You must keep all pets and animals currently licensed and tagged and current with all inoculations required by a government authority.
- Pet(s) and animal(s) approved by Agent must be kept inside the Residence at all times except when on a leash and accompanied by an adult or when securely confined in your fenced backyard, provided the

fence is approved by the Agent and is of adequate size and strength to restrain the animal. A pet must also be chained if the animal is able to scale the fence. See below for allowable pet house information.

- Pets are not to be tied up and left unattended if there is no fence.
- Any damage, including personal injury, caused by your pet or animal to the Residence or anywhere on the Premises of Lewis-McChord Family Housing, to persons or the property of others is your responsibility.
- You agree to indemnify and hold Agent harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your pet(s) and any errors, omissions, or negligence in the supervision of your pet(s); including without limitation, injuries caused by any pet bites and diseases caused or carried by the pet(s).
- Fish tanks shall not exceed 40 gallons and must be properly supported.
- Sponsor will ensure that animals are not tortured, tormented, or deprived of shelter, sanitary conditions, nourishment and protection from the weather. See below for allowable pet houses. Pets will not be abandoned at any time.
- If animals are in an unhealthy environment, Agent reserves the right to remove the animal, with the concurrence of animal control. Any charges resulting from this will be the resident's responsibility.
- If your pet or animal becomes annoying, bothersome or in any way a nuisance, threat to other residents, occupants, guests or to the operation of Lewis-McChord Family Housing, then upon notice from Agent, you agree to remove the pet or animal from the Premises and the Lewis-McChord Family Housing. Examples of this behavior are: (1) unprovoked barking, growling or snarling at people approaching the animal (2) aggressively running along fence lines when people are present (3) biting or scratching people (4) escaping confinement or restriction to chase people.
- If you, the other Occupants in your residence, or any of your guests violate pet or animal restrictions (with or without your knowledge) you will be subject to charges, damages, eviction and other remedies provided in the Occupancy Agreement and/or this Handbook.
- If you retain a pet or animal in the Premises at any time during your occupancy agreement term (with or without Agent's consent), Agent reserves the right to charge you for defleaing, deodorizing and/or enzyme shampooing the Premises as necessary at Agent's discretion.
- Military police may pick up and impound any animal(s) that are found or reported running loose, left chained or left unsupervised outside of a fenced area. Notification is not guaranteed.
- Pet droppings are odorous, unsightly, and a nuisance. More importantly, they can be a health hazard, especially for children. Therefore, pets must be kept under control so they do not defecate on parade fields, playgrounds, troop formation areas, sidewalks/walkways, common areas, miniature playgrounds of the housing areas, and neighbors' yards. You will immediately clean up droppings when your pet defecates outside of your residence yard.
- Droppings in your residence, including your yard, will be removed daily.
- Pet owners are responsible for disposing of their pet's waste, whether the pet is on a leash or in a fenced area. A pet owner who does not properly dispose of his/her pet's waste will be subject to a fine of \$25 for each offense plus \$5 per day that the violation persists.
- Damaged lawns, shrubs, etc., by pets are required to be repaired/replaced by occupants, as necessary.
- Pets will not be left in or out of housing during the absence of Residents for more than 24 hours.
- Pet sitting services by Residents are limited to 7 day's duration.
- It is your responsibility, when terminating housing at Lewis-McChord Family Housing, to make provisions to care for pets if you do not plan on taking the pet with you. Every effort should be made to find a home for the animal or put it up for adoption.

A violation of the rules and regulations set forth in this Pet Agreement may result in Lessor's requirement that the pet or pets be removed from the Residence or, in Lessor's discretion, Lessor's engagement of animal control officials to physically remove the pet or pets from the Residence.

### **Prohibited Pets and Animals**

- "Potentially dangerous" and "dangerous" dogs or other animals are not allowed on the Premises, including inside of residences.
- A "potentially dangerous dog" is defined as any dog that, when provoked: (a) inflicts bites on a human or a domestic animal either on public or private property; (b) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or (c) any

dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

- “Dangerous dog” is defined as any dog that: (a) has inflicted severe injury on a human being without provocation on public or private property, (b) has killed a domestic animal without provocation while off the owner’s property, or (c) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.
- “Severe injury” is defined as any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.
- For clarification, a dog is not considered dangerous if the threat, injury, or damage was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort upon the Premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

### **Remedies for “Potentially Dangerous” or “Dangerous” Dogs**

- If your pet exhibits behavior of a “potentially dangerous” animal by complaint of the Military Police/Security Forces, Agent, the RCO, or local animal control authority, you will be given a written notice with a date by which the pet must be removed from the Premises. Failure to comply may result in termination of the Agreement after a review by the RCO.
- If your pet exhibits behavior of a “potentially dangerous” animal by complaint of any other source, an investigation will be conducted by Agent and RCO. You will be given written notice of Agent’s intent to conduct such an investigation. You as well as the complainant will be given an opportunity to meet with the person(s) conducting the investigation. If results of the investigation determine the animal is potentially dangerous, at Agent’s discretion, you will be given written notice with a date by which the animal must be removed from the Premises. Failure to comply may result in termination of the Agreement.
- Agent has a “no-tolerance” policy for “dangerous” dogs or other animals. In the event of a severe injury, military law applies (AR40-905, Chapter 4, Paragraph 4-1 and FL Reg. 210-1, Chapter 7, Section XII). This means that within three (3) working days of receipt of a report to Agent of a severe injury, Agent and RCO will conduct an investigation. You will be given written notice of our intent to conduct such an investigation. You, as well as the complainant, will be given an opportunity to meet with the person(s) conducting the investigation. If it is determined the injury is a result of an unprovoked attack, the pet must be immediately removed and will not be allowed in Lewis-McChord Family Housing. Costs relative to confiscation, quarantine and destruction are at the expense of Resident.
- Please be aware that any injured person has the right to bring legal action against you. As a pet owner, you are personally liable for any claim made against you by an injured person. If you desire insurance protection over and above the minimum limits of the renter’s insurance policy provided by Agent, you may purchase additional coverage at your expense.

### **In the Event of a Complaint**

- Upon receipt of valid report or a complaint that a pet has caused injury, is causing a nuisance, or is a potential danger, Agent will prepare a letter of warning stating that subsequent violations may result in removal of the pet from Lewis-McChord Family Housing or possible termination of the Agreement and Resident’s eviction from the Premises.
- If the injury or complaint is serious, Agent may demand immediate removal of the pet.
- Permanent revocation of the privilege of having pets or termination of housing may result from a serious offense or from repeated offenses.

### **Allowable Pet Houses**

- You may build pet houses on the Premises only with Agent’s prior approval. All construction and maintenance of pet houses are at your own expense. A request in writing with a drawing showing location, size, type of materials, and method of construction must be submitted to Agent for approval prior to construction and/or installation of any pet house.
- Approval from Agent will be based on the following specifications:
  - Size shall not to exceed 8 sq. ft. of floor space with a maximum height of 3’- 0” above the ground, unless special approval is obtained from Agent.

- Construction shall consist of good quality lumber, metal or composition material and be fabricated in good workmanlike manner. All roofs shall have adequate slope. Use of shipping boxes, crates, etc., will not be permitted.
- The exterior finish shall consist of a neatly applied paint or siding of a color compatible with adjacent structures.
- Pet houses shall be located in an isolated area at the rear of your residence and an adequate distance from neighbors' yards, which shall be determined by Agent at its sole discretion. Pet houses will be relocated by Agent as necessary to prevent damage to lawns.
- Pet houses and fences must be maintained as a good appearing structure, and you must replace or repair damaged or deteriorated components as they become evident.
- Use of tarps and other temporary materials for weather protection is prohibited.
- You are responsible for the repair and/or replacement of any damaged lawns, shrubs, etc. caused by your pet.
- Storage units, carports, or garages are not considered acceptable housing for your pet.

### Dog Door Installation Policy

Dog doors are not authorized in any Equity owned doors or screen doors. Residents may install a dog door, in their own door or screen door, following these guidelines:

- All requests must be made in writing and delivered to your Neighborhood Manager for approval.
- Written approval must be received from your Neighborhood Manager prior to installation.
- A standard white door will be purchased at Resident's expense; a dog door can then be installed in the door you purchased.
  - Some doors can be purchased that have existing dog doors in them or your dog door must be a commercially purchased dog door.
  - Door needs to be a solid white door, no decorative/glass doors.
  - Please ensure that hinges are located in the correct spot on door, hinges on door casing should not be moved.
    - Most door frames on post/base are metal and moving the hinges would cause damage that you, the resident, would be liable for.
  - Holes cut in the screen door or 'homemade' doors will not be approved.
- A screen door, that closely matches your Equity supplied screen door, will be purchased at Resident's expense; a dog door can then be installed in the door you purchased.
  - Some screen doors can be purchased that have existing dog doors in them or your dog door must be a commercially purchased dog door.
  - Holes cut in the screen door or 'homemade' doors will not be approved.
- The Equity provided door and/or screen door must be removed and stored at Resident's home.
- Upon move out, Equity's door and/or screen door will be reinstalled by resident prior to final inspection.

### Things to Remember:

- Dog doors are **only** allowed in the rear of the residence and must lead into a fully fenced and secured back yard.
- Acceptable dog doors are at the sole discretion of Management and will be removed immediately if Management deems necessary.
- Dog doors installed in any Equity door will be removed immediately and resident will be charged full replacement cost for the damaged door.
- Resident will be held liable for any and all damages resulting from the removal and/or reinstallation of Equity's doors and screen doors.
- If you have any questions and would like to speak to one of the General Maintenance Directors prior to installation, please call 912-3500.

### Fence Policy

With your Neighborhood Manager's *prior approval*, you may install fencing for your pet or to enclose your backyard. Fort Lewis Residents are responsible for obtaining proper clearance for digging from Public Works, Building 2012, so as not to damage any utility lines or pipes. McChord AFB residents will need to contact the

work order department for more information regarding proper clearance 912-3500. A fence request form is available at the housing office for your convenience.

All requests must be made in writing and must include the following:

- A drawing that shows the location of the fence and the location of the gate.
- Type of materials.
- Method of Construction
- Exact Measurements of each side of fencing
- **See below for Neighborhood Specific Requirements**

The following types of fences are allowed:

**Welded Wire/Chain Link Fences**

- Maximum shall not exceed 4 feet. Posts shall be no larger than 4 inches in cross section or taller than fence.
- Shall consist of good quality wire (not barbed). It should be factory finished by galvanizing, cadmium or other plating process.
- Posts shall be driven to sufficient depth and braced as necessary to provide firm support and vertically plum appearance.
- Fence shall not be attached to the building.
- Factory manufactured wood pickets can be used in combination with the wire to erect the fence, keep it tight, and maintain it in a straight line.
- Wood pickets should remain wood-tone in color.
- Only decay resistant materials should be used.

**Wood Bound Fences**

- Maximum height shall not exceed 4 feet.
- Posts shall be no larger than 4 inches in cross section or taller than fence.
- Pickets are approximately 2 inches wide, and should be placed no more than 1 ½ inches apart.
- Steel fence posts are approximately 5 feet 6 inches in length and need to be driven at least 2 feet into the ground or until the top are flush with the pickets. It is recommended that posts be spaced 6 feet on center.
- Fencing must remain wood-tone in color.
- Only decay resistant materials should be used.

**Wood Picket Fences**

- Maximum shall not exceed 4 feet. Posts shall be no larger than 4 inches in cross section or taller than fence.
- Fencing must remain wood-tone in color.
- Only decay resistant materials should be used.

**Privacy Fences**

- Maximum height of fence permitted shall be 6 feet
- Only decay resistant materials are to be used.
- Only wood tone in color
- Only decay resistant 4 X 4 fence post, 6 feet 6 inches in length
- You must have at least one gate to access the back yard
- Only clear sealants may be used
- Only finished side exposed

**Things to remember:**

- All wood picket and privacy fencing should remain at the time of move out. Only welded, chain link and wood bound are required to be moved at the time of move out.
- Wood Fence heights must be consistent with adjacent homes in all neighborhoods that allow them.
- Fencing is only allowed in the rear of the residence. No side yards or front yards may be enclosed.
- All fenced in areas must have gate access.
- Fenced in areas cannot block access to common walkways, clotheslines or additional common areas

***Due to the variations within each neighborhood, please see the below neighborhood specific requirements. These are in addition to the above requirements.***

**Beachwood:** All fencing must follow the above established guidelines.

**Beachwood II:** All fencing must follow the above established guidelines.

**Broadmoor:** Wood Picket and Privacy fences only

**Duplexes:** Fencing cannot extend past back of house or adjacent shrubs.

**Multiplexes:** Fencing cannot extend past back of house or adjacent shrubs.

**Ranch Style:** Fencing cannot extend past back of house or adjacent shrubs.

**Stand-Alone Homes:** Fencing can enclose driveway and side yard area only. Fencing cannot extend past back of house or adjacent shrubs. Fencing cannot block or disrupt common walkways or areas.

**Bricks:** Fencing cannot extend past back of house or adjacent shrubs.

**Clarkdale Duplexes:** All fencing must follow the above established guidelines.

**Clarkdale Multiplexes:** These homes include a fenced in backyard. No additional fencing is allowed.

**Davis Hill:** All fencing must follow the above established guidelines.

**Discovery Village:** All fencing must follow the above established guidelines.

**Eagleview:** These homes include a fenced in backyard. No additional fencing is allowed.

**Evergreen:** These homes include a fenced in backyard. No additional fencing is allowed.

**Greenwood Duplexes:** Fenced in area cannot exceed 45 feet. Fencing cannot extend past back of house or adjacent shrubs. Fencing cannot block or disrupt common walkways or areas. All fencing must follow the above established guidelines.

**Greenwood Multiplexes:** No fencing allowed.

**Greenwood Single Family Homes:** Fencing can enclose driveway and back yard area only. Fencing cannot extend past back of house or adjacent shrubs. Fencing cannot block or disrupt common walkways or areas. All fencing must follow the above established guidelines.

**Madigan:** All fencing must follow the above established guidelines.

**McChord:** Wood Picket and Privacy fences only. Fence height must be consistent with adjacent homes. See specifics for Bricks above.

**New Hillside:** All fencing must follow the above established guidelines.

**Hillside:** These homes include a fenced in backyard. No additional fencing is allowed.

**Parkway:** All fencing must follow the above established guidelines.

A final inspection is required once fence is completed to ensure compliance to guidelines. For additional questions please contact your Neighborhood Manager.

### **Allowable Storage Sheds**

- You will be required to submit your request in writing with a drawing showing the exact location of the proposed shed in relation to your Residence. You are responsible for obtaining a digging permit from Fort Lewis Public Works, Building 2012, McChord AFB contact the service department at 912-3500. Approval from Agent will be based on the following specification: 8' x 6' steel building, beige in color or 7' x 7' Rubbermaid shed, beige in color.
- The storage shed must be 8'x10" or smaller, 8 feet to pitch of roof, made from one of the following methods:
  - A wood storage shed kit
  - Built with decay resistant wood, natural in color with clear stain. No painting is allowed.
  - Latt siding or MDF/T111 siding.
- Roof:

- Composite
- Corrugated metal
- Fiberglass
- Prior written approval from Equity is required before installation (Storage Shed Request Form)
- Electric and water lines are not to be installed or connected to the shed.

#### **Allowable Playhouses and Other Similar Equipment**

- Maximum size allowed: 8'x6" and 6" feet to pitch of roof.
- Decay resistant siding, wood colored with clear sealant.
- Painting is allowed **only with prior written approval**.
- Latt siding or MDF/T111 siding.
- Roof can be made from composite, corrugated metal, or fiberglass.
- No electrical or water can be ran to play house.
- **PRIOR WRITTEN APPROVAL FROM EQUITY IS REQUIRED BEFORE INSTALLATION (STORAGE SHED REQUEST FORM)**

#### **Pool/Portable Hot Tub or Jacuzzi Policy**

- You may install an above ground pool/portable hot tub or jacuzzi in your fenced backyard. A portable hot tub or Jacuzzi does not require any electrical modifications to be made to your home. Any portable hot tub or Jacuzzi which would need modifications to the electrical system of your home will not be allowed. You are responsible for getting **annual prior written approval** from your Neighborhood Manager. You will be required to fill out the necessary paperwork and pay all deposits associated with the pool/portable hot tub or jacuzzi. You must display the Equity Approved Pool/Portable Hot Tub or Jacuzzi sign in a visible street facing window **ANY** time the pool/portable hot tub or jacuzzi is set up.
- Wading pools are allowed without prior written approval. Wading pools are defined as being no more than 18 inches in height. They are temporary and seasonal and do not include ladders or pumps. For safety and health concerns, they must be emptied and put away daily.

#### **All requests must be made annually in writing and must include the following:**

- A drawing that details the location of the pool/portable hot tub or jacuzzi.
- Size, to include height and capacity of pool/portable hot tub or jacuzzi.
- Approved fence request form (if not already on file), fence must be a privacy fence and have self latching gate. (Privacy fence is wood fence that is 6 ft tall)
  - **Fence must be installed prior to submitting pool request as an EQR Representative will be verifying proper fence and gate prior to approval.**

#### **The following deposit will apply:**

- Refundable deposit for yard damage (only refundable at move out).
  - The standard deposit for any pool/portable hot tub or Jacuzzi is \$100. If repair of the lawn is greater than \$100 at the time of move out additional charges will apply. If damages of less than \$100 are present at time of move out, the remainder of your deposit will be refunded or applied to other charges.

#### **Things to Remember:**

- Pools are **only** to be in place from Memorial Day to Labor Day.
- Pools **must** be removed and stored no later than September 10<sup>th</sup>.
- Pools/Hot Tubs/Jacuzzi's are **only** allowed in fenced back yards (6ft wood privacy fence) that have self latching gates.
- Pools/Hot Tub/ Jacuzzi's cannot be taller than the fence.
- Only ladders made for the pool are allowed.
- No temporary structures are allowed around the pool.
- Children under the age of fourteen (14) years old must be accompanied by children over the age of fourteen (14) years or older at all times when using a Pool/Hot Tub/Jacuzzi.
- Prior to move-out, you will be required to remove the Pool/Hot Tub/Jacuzzi completely, and repair **any** damage to the premises.
- Any and all changes to the original request must be submitted in writing and are subject to approval by the Neighborhood Manager.
- Acceptable use of the Pool/Hot Tubs/Jacuzzi is at the sole discretion of Management.

- Management reserves the right to require that you remove the Pool/Hot Tub/Jacuzzi at anytime.
- You are liable for any issues that arise from the use of a Pool/Hot Tub/Jacuzzi.
- In the event that Lewis or McChord calls for water rationing due to a drought, you will be required to follow post/base water conservation guidelines.
- Please note that utility consumption will be increased.
- **In the event of a drowning or serious injury, Delos Insurance policy provided by Deans and Homer does not provide adequate liability coverage.**

**You are liable for any matters that arise from the use of a wading or other pool, including but not limited to damage to the property, death, or injury caused by your negligence.**

### **Pool Storage Policy**

**The following guidelines will be followed during the summer months of May through September:**

- Wading pools may be emptied and set up against your home to dry.
- If your home has a clothesline, you may hang wading pool out to dry only; wading pool may not be stored on clothesline.
- If full size pool is emptied you will be required to deflate it while not in use.
- Pools must be used for intended purpose only.

**The following guidelines will be followed during the winter months of October through April:**

- Hard plastic wading pools may be stored neatly in an authorized storage area.
- Soft plastic wading or full size pools must be stored inside your home or storage areas.
- Any pool stored improperly can/will be removed by management with prior notice.

**Acceptable use and storage of pools is at the sole discretion of Management.**

### **Additional Policies**

Residents and their guests shall not:

- Use skate boards or other foot propelled device on any street or sidewalk on the Premises.
- Use gas powered devices on any street (other than legally registered motor vehicles) or sidewalk on the premises. To include but not limited to scooters, go carts and mini motorcycles.
- Damage or deface buildings, bus shelters or signs or any other property contained on the Premises.
- Dig up or otherwise damage landscaped and seeded areas.
- Vandalize trees, shrubs, fences.
- Fire air rifles or pellet guns, throw rocks, shoot arrows, operate motor-driven planes or play with any other type of dangerous objects which may be hazardous to the safety or property of others, which shall be determined at Agent's sole discretion.
- Use any type of fireworks on the Premises.
- Leave bicycles, basketball hoops, wagons or toys in the street, on sidewalks and common areas. In addition, toys must be neatly stored in rear of residence or otherwise out of sight from the street. This will help in maintaining a pleasant neighborhood appearance. Toys and other items that are not properly stored may be removed and disposed of by a representative of Agent.

### **Other Resident Responsibilities**

#### **Utility Conservation Policy**

The Department of Defense Initiative for Energy Conservation requires implementation of a plan for residents to be responsible for paying their own utilities. Minol is a third party utility billing company contracted to conduct the Residential Communities Initiative Program. ***One of the most important things you need to know about this program is you can be rewarded for conserving energy.*** Those who conserve will be financially rewarded, and those who do not conserve, will be billed for their excess consumption.

#### **Helpful Hints for Conservation**

- When cooking on a gas burner, use moderate flame settings to conserve natural gas

- Remember that blue flame means your gas stove is operating efficiently. A yellow flame is sick and needs adjustment.
- Set back your thermostat by 5 or 10 degrees when sleeping or when your house is empty for four hours or more.
- Set the thermostat control setting for your furnace no higher than 68 degrees Fahrenheit during the heating season.
- Your hot water heater temperature should be set to 120 degrees Fahrenheit or to the “warm” setting.
- Set your water heater temperature control to the pilot position when your home is vacant for two days or longer.
- Wash clothes only when you have enough for a full load.
- Report dripping faucets. If your faucet is dripping at the rate of one drop per second, you can expect to waste 2,700 gallons per year which will add to the cost of water and sewer utilities, or strain your septic system.
- When adjusting water temperatures, instead of turning water flow up, try turning it down. If the water is too hot or cold, turn the offender down rather than increasing water flow to balance the temperatures.
- Set your water heater to 120°F, which will produce plenty of hot water and still save energy.

### **Kitchen**

- Letting the water run to get a cold drink sends a lot of good water down the drain. Instead, put a bottle of water in the refrigerator.
- Never put water down the drain when there may be another use for it such as watering a plant or garden, or cleaning.
- Operate automatic dishwashers and clothes washers only when they are fully loaded or properly set the water level for the size of load you are using.
- When washing dishes by hand, fill one sink or basin with soapy water. Quickly rinse under a slow-moving stream from the faucet.
- When washing dishes by hand, use a sink stopper or dishpan so water - hot or cold - doesn't rush down the drain. Remember, too, that hot water running needlessly not only wastes water, but energy as well.
- Do not use running water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or by using the defrost setting on your microwave.
- Use cold water to operate your garbage disposal. Cold water use saves energy and is the recommendation of most disposal manufacturers.

### **Bathroom**

- Avoid flushing the toilet unnecessarily. Dispose of tissues, insects and other such waste in the trash rather than the toilet.
- Take shorter showers.
- Use the minimum amount of water needed for a bath by closing the drain first and filling the tub only 1/3 full. The initial burst of cold water can be warmed by adding hot water later.
- Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.
- If the toilet flush handle frequently sticks in the flush position letting water run constantly, report this to your manager in order for maintenance to replace or
- In summer, keep the sun out by closing draperies, blinds or shades. This helps reduce the energy required to cool your home.
- In summer, a thermostat set at 78 degrees is recommended if the home is occupied. Your kilowatt-hour usage for cooling increases approximately 3% for each degree of temperature setting below 78 degrees. During unoccupied hours, turn off the air conditioner.
- In winter, a thermostat set at 68 degrees or lower during the day when the home is occupied is recommended. Your kilowatt-hour usage for heating increases approximately 3% for each degree of temperature setting above 68 degrees.
- Close shades and blinds at night to reduce the amount of heat lost through windows. This also applies during the day for warm climates.
- Avoid unnecessary opening of doors and windows and be sure they are not left open.

## Lawn And Garden Services

### The Following Services Are Provided To All Family Housing Residents:

- **Routine lawn, tree and shrub maintenance:** This includes weekly mowing during peak growing seasons and seasonal mowing as needed in the dormant seasons. Also included is; edging, raking, pruning, fall leaf removal, and weed control (except for flower beds). If your backyard is fenced, you are responsible for all maintenance of that portion of your yard.

### Resident Responsibilities:

- On your scheduled mow day, your lawn must be clear of all play equipment, trampolines, patios furniture or any items that would not allow your lawn to be mowed. The contactors will NOT move any items in order to mow your lawn and they will NOT mow a partial lawn. An exception to this will be made if there is ONE large unmovable item in the yard such as a trampoline, swing set, etc. In this case they mow within 2 feet of the perimeter of the item.
- Mowing, edging and policing of all Fenced Back Yards
- If we are unable to mow due to your lawn area not being properly cleared, it will be your responsibility to maintain your lawn until you have cleared it sufficiently for us to mow it. If the lawn exceeds 4" in height it is considered a violation of the community standards and you will receive a violation notice. Failure to correct in a timely manner could result in charges to bring the yard back into compliance.
- Removal of leaves from parking area, walkways, porches, steps, sidewalks and driveway.
- Watering of all yard landscaping and grass but only up to 1" per week. If water restrictions are put into effect, which may occur from time to time, you will be notified by your neighborhood manager.
- Clearing of flowerbed of weeds, grass and dead plants.
- Planting is allowed in designated area's only. These areas include any personal planters or flower boxes as well as the planting bed along the front of your home.
- The only plants allowed to be planted in your flowerbeds are annuals. No shrubs, trees, perennial, etc.

**The lawn and Garden home delivery program was designed to better serve our families. Work orders can be called in for the items listed below. The items requested will be delivered within 2 business days so be sure to call in early in the week so that you can receive your garden supplies before the weekend. These are available to our Lewis-McChord Communities Resident at no cost:**

- Fertilizer (available March – September - maximum 2 bags per year)
- Grass Seed (available March – September )
- Moss Killer (available year round – maximum 2 bags per year)



**Dirt is available for pick up by our Lewis-McChord Communities Residents at no cost. Hours available for pick up are Monday and Friday 8am to 7pm and Tuesday thru Thursday 8am to 5pm.**

### Exterior Policing Requirements

In all area's you are responsible for the following:

- Removal of snow from your Premises, including all walkways, porches, steps, sidewalks and driveways.
- Removal of leaves from parking area, walkways, porches, steps, sidewalks and driveways.
- Watering of all yard landscaping and grass but only up to 1" per week. If water restrictions are put into effect, which may occur from time to time, you will be notified.
- Proper care of parking areas, walks, areas around garbage containers, and adjacent streets.
- Clearing all flowerbeds of weeds, grass and dead plants.
- Policing of appropriate portions of parkways in front of or behind houses. If you live in a duplex, you are responsible for policing around the entire building during any period in which one-half is vacant.
- Reporting to agent any sightings of tent caterpillars, bagworms, lawn moths, loose dead turf, fairy rings (toadstools), premature leaf fall, red mites or other conspicuous evidence of disease and/or insect infestations.
- Planting is allowed in designated area's only. These areas include any personal planters or flower boxes as well as the planting bed along the front of your home. If you have questions as to which bed you can plant in please contact your Neighborhood Manager.

- The only plants allowed to be planted in your flowerbeds are annuals. No shrubs, trees, perennials, etc.
- Patios are not to be used as general storage areas. Only furniture designated as outdoor or lawn furniture is allowed on patios. Under no circumstances is upholstered or other furniture designed for indoor use allowed to be used on patios or other outdoor areas. Lawn furniture and barbecue equipment will be positioned and maintained to reflect an attractive appearance, which shall be determined at Agent's sole discretion.
- No swings, leashes, tree houses, or objects of any kind will be permitted to be attached to trees, shrubs, etc.
- Basketball backboards and other structures (e.g., dartboards) are not allowed on roofs or attached to the Premises. Portable basketball hoops are allowed but must not be left on streets, alleys or sidewalks and they must be labeled with the name and address of owner. If any basketball hoop which becomes or creates a nuisance, you will be asked to relocate or remove it from the Premises.
- If a resident has a trampoline, then resident must include safety netting on the trampoline or secure the trampoline in a fenced-in area. The trampoline must be labeled with the name and address of the owner. Resident must maintain the trampoline in good working order and will be liable for any issues that arise from the use of the trampoline, including, but not limited to, damage to the Residence, injury or death caused by Resident's or any Occupant's negligence. Children under the age of fourteen (14) must be accompanied by an individual fourteen (14) years or older at all times when using the trampoline.

## **Cleaning**

You are required to keep the Premises in clean, neat and sanitary condition. Some of the items for which you are responsible include, but are not limited to:

- Interior surfaces of windows and those exterior surfaces readily accessible from the ground or which may be accomplished in a safe manner.
- Carports, garages, storage spaces, porches, steps, walks and driveways. Grease, oil, paint and any material that may discolor the pavement will not be allowed to accumulate on these surfaces.
- Do not use abrasive cleansers on any wooden or tiled surfaces and use caution when using such cleansers on aged tile and other surfaces.
- Any draperies and/or window shades provided by Agent.
- Floors, walls, ceilings and windows.
- Any lighting fixtures provided by Agent.
- Refrigerator and freezer.
- Electric or gas range.
- Dishwasher.
- Removal of any staining caused by smoking.
- General overall upkeep of your home.

## **Maintenance**

- Service orders may be initiated at any time of day by calling Agent's Maintenance Office at (253) 912-3500. For emergencies call 911.
- Agent will perform work requests for malfunctioning appliances, plumbing repairs, extermination, central heating or cooling and other major repairs to the Premises. However, you are expected to perform repairs to any fencing or pet houses you install, as well as minor, routine repairs in your Residence that result from your routine use. These items may include, but are not limited to:
  - Refasten coat hooks, clothes poles, and closet shelves.
  - Tighten/replace builder's hardware.
  - Replace doorstops.
  - Replace curtain rod and accessories.
  - Replace/adjust kitchen and bathroom hardware (towel holders, soap dishes).
  - Adjust drawers (sand or lubricate sticking edges).
  - Patch small holes in wallboard or plaster.
  - Spot painting; contact Agent for paint specifications.
  - Reset tripped circuit breakers; if the breaker continually trips, call Agent's Maintenance Office.
  - Replace cracked/broken switch plates.
  - Replace ceiling fixture bulbs.

- Shut off critical valves, in an emergency.
- Correct running toilet (flush ball, float ball) if possible; call Agent for help if a minor adjustment does not correct the problem.
- Adjust water level in toilet tank.
- Clean faucet aerator.
- Identify and immediately report suspected gas leaks.
- Clean air filters and replace, if necessary.
- Remove radiator covers to clean convectors.
- Install/replace supplemental weather stripping.
- Clean filters in kitchen exhaust.
- Replace light bulbs in appliances.
- Keep all food areas clean.
- Test smoke detectors monthly and replace dead or old batteries, at your expense.
- Ensure fireplace and barbecue ashes are completely extinguished and cool before disposal.
- Barbecue grills must be kept a safe distance from siding and overhangs.
- Properly store flammable materials.

### Unsatisfactory Work

- If you are not satisfied with work done in response to your service request, please call Agent's Maintenance Office and ask to speak with the General Maintenance Director for your neighborhood. They can be reached by contacting the call center at 253-912-3500.

### Procedures for Entering Your Home

Below is our policy on entering your home. Please take a few moments to review the information below and ask questions.

- 1) **Work Orders:** When you phone in a work order, our customer service representatives will ask you if you would like: (1) to make an appointment to have your work order completed while you are home or (2) give us permission to enter your home if you are not there. If you make an appointment with us, we will arrive on the assigned day but we will not enter your home unless you are there. If you are not home when we arrive, we will leave a notice for you to contact us or we will call you to make another appointment. If you give us permission to enter, however, we will enter your home on the appointed day and leave you a note indicating that we were in your home and that your work order was completed. If we have permission to enter when you are not home, you must make arrangements to secure any pets.
- 2) **Capital Projects:** If we have an approved, licensed and bonded contractor representing Agent that must enter your home to complete a construction project inside your home, you can expect the following:
  - a) Time permitting, approximately 30 days before the project is scheduled to begin, we will mail you information on the project, including a brief description of what work will be performed and a tentative work schedule.
  - b) Approximately 7-10 days before the project is scheduled to begin, you will receive another notice with more detailed information. If you would like to be home while our contractor is in your home working on the project, you must call the office to coordinate the timing for the construction to take place.
    - (1) If you have not scheduled an individual appointment, you will receive a 48 hour notice indicating the date we will be entering your home and a notice will be left in your home with the status of the project.
    - (2) If you have made an appointment, we will make every attempt to catch you at home on the appointed date. If you are not at home on the date requested, we will post a 48-hour notice on your door indicating the date that we will be entering your home. On that date, we will enter your home to complete the project.
- 3) **Asset preservation:** If at any time we believe that the neighborhood, building or your individual home is damaged or in danger of damage, we will attempt to contact you for an inspection. If you are unavailable we will issue a 48-hour notice of intent to enter indicating the date we will be entering to inspect for damage.
- 4) **Scheduled maintenance:** To ensure that all mechanical equipment is working properly it is necessary to enter your home at least once a year. At this time we will issue a 48-hour notice indicating the date we will be entering your home. You may contact the work order desk to schedule an appointment for us to complete the maintenance or we will enter your home on the appointed day. If you do choose to schedule an appointment

and you are not at home on the date requested, we will re-issue a new 48 hour notice indicating the date we will be entering your home. On that date, we will enter your home to complete the scheduled maintenance.

- 5) **Emergencies:** If we believe there is an emergency in your home, we will enter your home without notice. Examples of emergencies include, but are not limited to, leaking pipes, fires, floods, abandoned pets, etc.
- 6) **Pets:** In all cases, you must make arrangements to secure any pets when maintenance/management will be in your home.
- 7) **Individuals under the age of 18:** In all cases, if there is someone home under the age of 18 without an adult in the home, we will not enter your home to complete any of the above.

## Work Evaluation

- Agent's customer service agents will be making random phone calls to follow up on your satisfaction of completed service requests. We may distribute a service questionnaire. Please take the time to fill it out and return it to Agent's Management Office at your convenience.

## Trash and Litter

- Trash bins will be provided for both trash and recycling.
- Trash will be picked up curbside weekly; schedule may change from time to time.
- Place all garbage in trash containers.
- Keep trash containers clean and tightly covered.
- Wrap all wet, odorous garbage in wrapping paper, newspaper or individual plastic bags before disposing.
- Keep access to trash containers clear.
- Grass clippings may be placed in trash containers although the use of mulching-type mowers is encouraged. No rocks, dirt, sod, brush, stumps, wood, plastics, flower pots, metal or non-organic debris, such as bones, food, manure or large amounts of dirt, will be accepted. Do not place these items in the trash containers or in separate garbage bags.
- Trash cans must be placed at the curbs by 0630 hours on scheduled pickup day or they will not be picked up. Place cans so that contractor has direct access to them, and ensure they are not blocked by parked vehicles.
- After garbage and refuse collectors have emptied garbage cans, promptly remove empty cans from the street and place them in designated areas. Trash bins must be returned to your home at the end of our designated trash day. Violations will be issued for trash bins not removed within 24 hours. Report irregularities in collection or any refuse problem to Harold LeMay Company (253) 537-8687 or the Management Office.
- Large items will be picked up the first week of the month on your regular pick-up day. Simply place them on the curb next to your garbage can. Please do not place them on the curb until the day before pick up. This does not include appliances. If you wish to dispose of an appliance you own, such as washers and dryers, you must bring them to the Fort Lewis Maintenance Facility located in building 7910 Plant Ave. and Agent will dispose of them for you. McChord AFB residents can contact the Maintenance Call Center at 912-3500 if they are unable to transport their items to the Lewis Facility. For direction contact the Housing Office at 253-912-2150.

## Recycling

- Recycling is strongly encouraged and curbside bins will be provided by the refuse company for aluminum/tin and newspaper (this does not include aluminum foil).
- Recycling bins will be picked up curbside every other week on your normal trash pick-up day. Tin, aluminum, mixed paper and newspaper will be recycled.

## Building Identification

- Residents of all housing areas, except Broadmoor, are responsible for installing their rank and last name on the exterior of their residence within seven (7) days of occupying housing. Identification letters/numbers or name placards for this purpose will be provided by Agent's Management Office. Name signs for Broadmoor occupants will be ordered and installed by Agent.

## Absence and Extended Absence from Residence

- During periods of your absence when your Residence is unoccupied, it is your responsibility that you provide proper climate control in your Home (see the Climate Control section in this Handbook). We recommend that you arrange for a neighbor or friend to physically check your Home for you. Provide the Management Office with the name and phone number of a responsible person to call in case of an emergency.
- Agent must be notified in writing if your home will be temporarily vacant for fourteen (14) days or more.
- If you are absent from your home, a house-sitter residing in your Home will not be authorized.
- Deployment/TDY.
  - Single Soldiers/Airmen. If you wish to retain housing and want someone to stay with your dependents:
    - You must obtain a family care plan with a designated provider.
    - Only the designated family care plan provider is allowed to reside in the home during your absence.
    - You must obtain a special power of attorney for your assigned designee to act on your behalf.
    - Your assigned designee must vacate once Sponsor returns to the Residence.
  - Married soldiers/airmen. If your family is leaving and you wish to retain your Home you should:
    - Designate someone to handle the care and upkeep of your Home. The name and phone number of this person must be given to your Neighborhood Manager.
    - Provide phone numbers of where we can contact your spouse in case of an emergency.
    - If your family stays here while you are deployed there is nothing additional that you need to do.
- PCS (with dependent-restricted tour or dependent-deferred travel):
  - See your Neighborhood Manager immediately for details.

**Note: Retention of housing for any reason will require you to still pay BAH at the Lewis-McChord with-dependent rate.**

## Changes in Status Information

- Notify the Management Office of promotion/demotions and increase/decrease of family size. A new name plate can be requested by bringing a copy of orders with your new rank to your Neighborhood Manager.

## Home Fire Safety

- The use of barbecue grills or other open flame devices is prohibited within 15 feet of structural walls or flammable materials. These can only be in back yards. In no case will such devices be left unattended.
- Keep matches and lighters out of reach of children.
- Do not leave unattended items cooking on the stove. If you must leave the kitchen, turn the stove off.

## Historic Housing

- If you live within the Broadmoor, Greenwood or Bricks neighborhoods, you may live in a residence that has been designated as "historic," and, as such, along with your Occupancy Agreement, you will have signed a Care for Historic Housing Addendum stating that you agree to abide by the policies contained therein to properly care for this housing to preserve and maintain its historic character and integrity.
- No alterations of any kind may be made to these buildings (to include but not limited to painting or changing the exterior) and no trimming or pruning of landscaping on these Premises may be done without the express permission from Agent, who will make all approvals using the following references as guidelines:
  - Secretary of the Interior's Standards for Rehabilitation and Treatment of Historic Properties.
  - Maintenance and Repair Manual for Historic Structures.
  - A Study/Survey of Historically Significant Army Family Housing Quarters.
  - Landscape Development Plan.

## Construction Safety Tips

During your residency you will see a great deal of construction, both on the roads and in the family housing areas.

- Playing in or around construction areas or construction equipment is prohibited.
- When it is necessary to travel around construction areas, watch for heavy equipment, stay clear and ensure that the driver of any equipment can see you.
- Never cross construction fencing.
- Stay away from dirt or other debris piles.

## Extreme Weather Tips

- Be Prepared!!
- Items to have on hand:
  - Containers of drinking water; change these out often to keep them fresh.
  - Non-perishable food.
  - Extra baby supplies (formula, diapers, etc.)
  - Prescription and non-prescription medications.
  - Tools and supplies (paper plates, utility knife, matches, manual can opener, cups, etc.)
  - Pet supplies.
  - Flashlight and extra batteries.
  - Radio and extra batteries; change the batteries out regularly to keep them fresh.
  - First Aid kit completely stocked with at least the following: ACE bandages, burn cream, sterile cotton, first aid manual, latex gloves (two pair), safety pins, scissors, first aid tape, bandages of all sizes and shapes, tweezers, disinfectant like alcohol, hydrogen peroxide, etc.
  - All important emergency numbers for your local area.
  - Make sure all Residents, including children, know all of the emergency contacts and phone numbers, or where to find them listed.
- Extreme Heat or Dry Spells
  - You may have to follow a landscape watering schedule during these periods. This schedule is to help you and Lewis-McChord Family Housing save on utility costs.
  - Drink plenty of fluids and stay away from alcoholic beverages.
  - Avoid using stoves, ovens and other heat generators as much as possible.
  - Watch for heat exhaustion and heat stroke.
  - Tips for keeping cool: Open the house during cool nights and close it up tight during the hot days. Window and ceiling fans help to move the air around and make a room feel cooler.
  - Search for air leaks around doors and windows and install supplementary weather stripping to keep the leaks from being counter-productive.
- Freezing spells. If your home will be vacant for more than forty-eight (48) hours during the winter months please be sure to do the following before you leave:
  - Disconnect all outside hoses.
  - Keep your thermostat set at a minimum of 60°F.
  - Leave your cupboards open to expose pipes to the heat.

## Additional Tips for Comfortable Living in Lewis-McChord Family Housing

### Wooded Areas

- Please remember that these are forested areas, and you should be alert for:
  - Poison Oak
  - Poison Ivy
  - Critters and Creatures (Please do not feed these animals).
- For safety sake, no tree houses may be built in any of the family housing forested areas.

### When You Go on a Trip

- If you will be gone for more than fourteen (14) days, tell the Management Office.
- Have a friend/neighbor pick up your mail and newspaper for you or temporarily stop mail and paper delivery.
- If you are leaving any pets behind, be sure you have arranged for someone to care for them while you are gone.
- If you leave for more than fourteen (14) days, be sure to run the hot water from all of your faucets for a few minutes when you return. This will alleviate any built-up gasses in the line.