

Randolph Pointe Unaccompanied Personnel Housing (UPH) Resident Responsibility Guide



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Chapter 1: General

1-1 Introduction

Scope: The policies and procedures in this Resident Responsibility Guide (the “Guide”) are a supplement to and incorporated into the Resident Occupancy Agreement (the “Lease”) signed by the military member/members who are tenants at Randolph Pointe, hereafter referred to as “the “Resident or Residents”. This Guide provides information and guidance that apply to Resident(s) of Randolph Pointe Unaccompanied Personnel Housing (UPH), and/or other permitted occupants of the rental apartment. The Resident(s) acknowledged and accepted the policies and procedures of this Guide by signing the Lease. Randolph Pointe is owned by Bragg Communities, LLC hereafter “Bragg Communities” - a company owned jointly by the US Army and Bragg-Picerne Partners, LLC. The Apartment shall be managed by Picerne Management/FBG, LLC, hereafter “Picerne Military Housing”. Picerne Military Housing is the Owner’s representative and managing partner for Randolph Pointe Apartments.

Goal: The goal of Picerne Military Housing (“Picerne”) is to provide quality housing, at the best value, to member/members on active duty with the United States Armed Forces will interpret and apply all policies contained herein with this goal in mind.

1-2 General Policies

Picerne’s Management Office will assist Resident(s) with all housing needs.

1-3 Resident Occupancy Agreement (Lease)

The Lease outlines the basic responsibilities of the Resident(s) and the Owner and establishes rental payment to the Owner

1-4 Payment Options

The Lease signed by the Resident(s) gives authorization to initiate and maintain an allotment equal to the monthly rental rate payable, jointly and severally for the term of occupancy. The Resident(s) may choose to pay the monthly rent by electing the MAC option whereby MAC will draft your rent payment directly from your Leave and Earnings Statement (LES). The Resident(s) is responsible for paying all Rent and charges due until the Allotment has commenced. By choosing this option authorization is given to initiate and maintain an allotment equal to the monthly rent amount (or in the case of roommates, equal among the roommates to the monthly rent amount) to Bragg Communities, effective for the month following the commencement date of the initial lease.

The Resident(s) may choose to pay the rent directly to the Community Management office each month. By choosing the Direct Payment Option, the Resident(s) will be required to pay the required Security Deposit.

If the Army's allotment management vendor (MAC) transfers an amount less than the required monthly rental amount, the Resident(s) assumes responsibility for the deficiency and will do so until it is paid in full. Picerne will treat any such unpaid balance as "delinquent rent" and will use reasonable means to collect the debt. The Resident(s) may be evicted from Randolph Pointe UPH Housing for non-payment of rent as a lease violation. Bragg Communities, LLC, may initiate early termination of the lease and notify credit agencies of non-payment.

1-5 Move-In Inspection

Picerne will thoroughly inspect each apartment for quality before Resident(s) moves in. A Community Management Office representative will also complete a move-in inspection with each Resident before that individual(s) takes residence in a Randolph Pointe apartment. Picerne will provide "rent-ready" apartments that consistently meet stringent quality standards for Randolph Pointe apartments.

Every Resident will receive an apartment orientation to familiarize the Resident(s) with their new home, the locations of Community amenities, and provide a thorough demonstration of the apartment's equipment and features. The Resident(s) and the Community Management Office will note existing wear and tear on a move-in inspection sheet, which will be kept in the Resident's file until move-out. Conditions at move-out will be compared to the conditions noted at move-in for the assessment of applicable damage costs. Resident(s) assumes liability for damages beyond normal (fair) wear and tear if no documentation is available to confirm that damages existed at the time of move-in.

1-6 Insurance

Picerne will provide the Resident(s) a basic amount of renter's personal property/contents insurance. The Resident(s) must satisfy a deductible requirement prior to the payment of any claim. For such items as furniture, jewelry, clothing and other personal property which may exceed the limits of the policy provided, and to ensure that all items are fully covered for theft, vandalism, fire and water damage, the Resident may desire to get additional coverage to adequately protect against major losses. ***Each resident is strongly encouraged to obtain additional renter's / tenant's insurance (at their cost) to ensure adequate coverage for their personal belongings, property, and all household possessions.*** Please contact your Community Management Office for more information on coverage provided, deductible amounts and other insurance information.

a. Coverage

A coverage sheet will be provided to each Resident(s) describing the terms, limits, and conditions of the policy and coverage. Please carefully read the policy that is provided to each Resident(s). The following summary briefly outlines some of the situations in which personal contents may be covered against loss (up to policy limit):

- Fire
- Lightning
- Windstorm
- Hail damage
- Glass breakage
- Smoke
- Aircraft damage
- Riot or civil commotion damage
- Damage caused by vehicle
- Explosion
- Falling objects
- Water damage
- Vandalism
- Snow, ice, sleet

The above list of coverage is not all-inclusive, but simply an example of some of the items that may be covered by the contents portion of renter's insurance.

b. Claims

If a loss should be sustained and a claim needs to be filed, Residents should contact the Community Management Office, which will provide the contact information for the insurance carrier. Resident(s) may also contact the Community Management Office if questions arise or if additional assistance is needed.

1-7 Annual Inspections

Picerne may conduct an annual inspection of Residents' apartments. Permission to conduct an annual inspection will be coordinated with the Resident; however, Picerne has the right to conduct an inspection even if permission is not granted by the Resident(s) or the Resident(s) is not available.

1-8 Access

The Community Management Office will retain keys to each apartment under secure control of Picerne staff members at all times. These keys are used to provide access for routine and emergency maintenance service to your home, to assist the Resident(s) in the event of an accidental lockout, and to gain entry to the apartment for routine maintenance after appropriate notification of the Resident(s).

The Picerne staff generally requires permission from the Resident(s) to enter your apartment for routine maintenance services, the signing of the lease generally grants such permission when necessary an attempt to provide reasonable advance notice to the Resident(s) of the need to enter the Apartment. The resident(s) may request appointment times or stipulate certain hours when a Picerne staff member may enter the Apartment and under what conditions. The Resident(s) may desire to be present during a visit, or may waive that condition; Picerne will maintain this information as part of each Resident file and refer to it when necessary to provide the most efficient and convenient service possible. The Resident(s) may change the conditions relating to access to your Apartment by submitting a written request to your Community Management Office. These normal maintenance actions will be done at a "reasonable" time, recognizing that "reasonable" may depend on the Resident's and Picerne's work schedule. If a Picerne staff member enters an apartment after appropriate notification to the Resident(s) to perform maintenance while the Resident(s) is absent, Picerne will leave a notice stating the purpose of the maintenance call and the name of the Picerne staff member who performed the work.

The Resident may not change or add locks without prior permission from Picerne and will provide a key copy to the Community Management office, if Picerne grants such permission.

For non-emergencies, such as normal maintenance or pest control treatments, PMH will inform Resident as soon as possible of any need to access the home. Picerne policy is to give each family reasonable advance notice (the goal is at least one day or 24 hours notice) of the need to enter, and only then at reasonable times. Picerne Military Housing also recognizes that "reasonable" may depend on the Residents' and Picerne's work schedule. If Picerne Military Housing must enter a home while the Resident is absent to perform normal maintenance or emergency work, Picerne Military Housing will leave a notice stating the purpose of the call and the name of the Picerne team member who performed the work.

1-9 Conduct, Breach of Lease, Illegal Drug and Other Unlawful Activity

The Resident(s) is responsible for the conduct of all visitors and guests. Any conduct that violates the Lease or Guide, including but not limited to drug and other unlawful activity, will be addressed through a written notice to the Resident(s) that corrective action must be taken. If a Resident or guests fail to comply with any written notice, the Resident's chain of command will be notified. Repeated violations of the Lease or Guide may result in the termination of the Lease and immediate eviction.

1-10 Noise/Quiet Hours

Resident(s), other authorized occupants and guests will not disturb the peaceful enjoyment of the Community. Resident(s) shall keep the volume of any radio, stereo, TV, musical instrument or electronic device in their Apartment or vehicle sufficiently reduced at all times so as not to disturb other Residents. The Community Management Office routinely approves requests for most instruments.

1-11 Eviction

The Garrison or Installation Commander will be notified of all terminations of the Lease for misconduct or policy violations by the Resident(s), and guests.

Minor acts of misconduct or minor violations of policies will normally result in written notice to the Resident(s) by the Community Management Office. Notice will detail the misconduct or violation, what corrective action is required, and what action will be taken if further violations occur. In extreme cases, or where a persistent pattern of misconduct occurs, Picerne will give the Resident(s) written notice of intent to terminate the Lease and will consider the member's written response, if any. If the Resident(s) and Picerne are unable to resolve the matter, Picerne will forward the notice of termination of the Lease to the Garrison or Installation Commander.

1-12 Fire Prevention

Good housekeeping, care and cleanliness are synonymous with good fire prevention. Some of the basics for fire prevention include: not leaving children unattended, not smoking in bed, and not emptying ashtrays into trash cans without first running under water. Never leave cooking unattended in the kitchen. If a fire occurs in a cooking utensil, cover the burning pan with a lid or larger pan and switch off the stove. Do not attempt to move the burning pan and never put water on a grease fire. Kitchen stove exhaust hoods should be regularly cleaned to avoid the build up of grease in the filter. Always clean the lint filters on the clothes dryers before and after each use. Never use flammable liquids for cleaning purposes; only use nonflammable solvents. A portable, multi-purpose fire extinguisher should be kept in a convenient spot in each home. Last, but not least, familiarize yourself with the community fire and/or evacuation plan.

Resident(s) will be held liable for damages to an Apartment caused by violation (whether by yourself or your guests) of the above precautionary measures, negligence, or any other misconduct. If a fire occurs, Resident(s) must call **(first)** the fire department and (second) the Community Management Office immediately. All fires must be investigated by the Installation fire department, Command involvement may be required. Resident(s) found liable for fire damages to their Apartment or the premises will be required to reimburse Owner / Bragg Communities, LLC for the repair cost. In addition, a letter of warning for the offense will be sent by Picerne to the Resident(s) with a copy to the Command. If any type of fire violation continues, Picerne will forward the notice for termination of the Lease to the Garrison or Installation Commander.

Gas and charcoal grills may only be used in accordance with local safety codes and regulations:

North Carolina Fire Code, Section 307.5 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

North Carolina Fire Code, Section 307.5.1 Liquefied-petroleum-gas-fueled cooking devices.

LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Grills and barbeques are not permitted on patios or decks and may only be used in designated areas away from overhanging structures. Open fires, fire pits or chimineas are not authorized for use. Please consult the Fire Prevention Section at (910) 396-1504 or (910) 396-7377 for more information.

1-13 Pest Control

Resident(s) acknowledges that good housekeeping assists in the elimination of pests and agrees to keep the apartment in a clean and sanitary condition at all times. Resident(s) shall immediately notify their Community Management Office of the presence of any pests or vermin in the premises or common areas. Resident preparations to receive these services are critical and should be followed per instructions from the Community Management Office in order to ensure effective treatment, comfort and safety. The Community Management Office will keep documentation and log all services rendered to ensure routine and satisfactory service.

1-14 Weapons and Ordnance

No unregistered firearms or any ordnance, i.e., smoke grenades, paint balls, projectiles of any sort, bows, explosives, etc., are permitted in Randolph Pointe UPH Housing. Resident(s) will register their privately owned firearms with the Provost Marshal Office immediately upon arrival at Fort Bragg or Pope AFB. Proof of ownership is required for registration; however, firearms need not be present at time of registration. With the exception of immediate registration as noted above, Fort Bragg and/or Pope AFB (as applies) shall govern the storage, transportation and registration of privately owned firearms and ammunition in Randolph Pointe UPH Housing. Both firearms and ammunition must be stored in a secured locked container. Individuals storing privately owned firearms and ammunition in Randolph Pointe UPH Housing are to ensure that all reasonable precautions are taken to make certain firearms and ammunition is inaccessible to unauthorized persons.

If the Resident(s) purchases, acquires or legally disposes of the firearm(s), it must be reported to the Provost Marshal Office within three working days of the change. Guests of Residents must store their firearms with the Military Police. Violations of the above policies will result in confiscation of the firearm(s) and may subject the Resident(s) to judicial, non-judicial or administrative action.

1-15 Utilities

Bragg Communities is responsible for: baseline electric, water, sewer, gas, garbage/recycle collection, "high-speed" internet access and "Standard Level" Cable Television access.

Resident(s) is responsible for: Telephone (local and long distance), Cable TV (to the extent Resident(s) desire any cable service/channel options beyond "Standard Level", and Satellite Service.

In the event of a change in the Resident's or Bragg communities' respective responsibilities for payment of said utilities pursuant to the Agreement, Bragg Communities' shall provide the Resident(s) a reasonable notice period of such changes, prior to the implementation of the changes.

The installation wide implementation of the Resident Direct Pay Program requires, without further notice, Residents to be responsible for the payment for all electric or gas consumption (at the prevailing utility rates) in excess of the established "baseline" consumption for the Apartment. The methodology for calculation of the "baseline" usage consumption for the Apartment will be provided to Resident(s) upon Resident's written request.

1-16 Changes in Policy

From time to time, it may be necessary to change or adopt new rules, policies or otherwise revise this Guide. Picerne will send a 30-day written notice of such changes to Resident(s). The Resident(s), and all authorized occupants/guests will comply with all such changes to the Guide.

Chapter 2: Care of Homes

2-1 Satellite Dish/Antenna

Resident(s) must receive written approval prior to the installation of a satellite dish or antenna (to include amateur or CB radio antenna) from the Community Management Office. Resident(s) also agrees to supervision and approval of installation by the Community maintenance staff. Installation must be scheduled with Community Management Office in advance. Satellite dishes are restricted in the historic district.

Satellite dishes installed by and for the Resident must:

- Be free standing and constructed of corrosion-resistant materials.
- Not be attached to chimneys or placed on roofs.
- Not be installed on an exterior wall or hung out of a window.
- Not drill holes in any walls or building to run wiring, use through the glass technology.
- Be located to prevent the antenna and all associated conductors and wires from coming in contact with electric power lines. Vinyl, brick, wood or metal surfaces of the building will not be penetrated.
 - Not exceed one meter (3 feet, 3 inches) in length and width.
 - Be installed by a professional.
 - Resident is liable for injuries and damages to persons or property resulting from their satellite dish.

The Community Management Office will work with the Resident on any satellite system installed prior to housing privatization to develop a plan to comply with these guidelines.

2-2 Alterations

Picerne will clean, paint and perform routine maintenance in each apartment prior to a new resident(s) moving in. Resident(s) shall not make repairs or make any interior or exterior alterations of the apartment without Bragg Communities' prior written consent. Resident(s) shall notify Bragg Communities in writing of any repairs, decorations or alterations contemplated, including but not limited to painting and wallpapering. Resident(s) should remove wallpaper and use white primer on dark wall paints in the case of approved alterations or decorations upon vacate.

2-3 Garages and Storage Areas

Requests for garages are approved on a first-come, first-served basis. Garages are leased to Resident(s) at a monthly rent separate and apart from the monthly rental rate for the Apartment. Garage is leased by a separate Garage Rental Agreement executed by the Community Management Office. Other storage space is provided for each Apartment in an area designated for that apartment. The Community Management Office will provide the location of the storage area upon execution of the lease agreement. Motorcycles **may not** be stored in other storage spaces and/or storage closets.

2-4 Skateboards/In-Line Roller Skates & Small Motorized Transportation Devices

Skateboards/in-line roller skates are permitted. Skateboards/in-line roller skates must be ridden on sidewalks rather than on installation roadways. Skateboarders will wear helmets, also recommended for in-line roller skaters, and both will always yield to pedestrians and vehicular traffic. Any motorized form of skateboard is not permitted. Go-karts, golf carts, and all-terrain vehicles (ATVs) are not permitted in common areas. Use of other un-licensed or non-traditional forms of motorized transportation equipment requires prior authorization of the Community Management Office.

2-5 Outdoor Furniture

Only furniture intended for outdoor use is to be used on balconies at Randolph Pointe UPH Housing.

2-6 Window Coverings

Picerne supplies appropriate window coverings for all windows in the Apartment. Please contact your Community Management Office if shades or blinds are broken, missing or otherwise need replacement. Picerne will gladly make the necessary repairs or replacements due to normal wear and tear. There will be a charge to replace window coverings damaged by negligence or misuse. Only proper window decorations and coverings may be used to cover windows. Flags, sheets and other non-standard coverings are prohibited as a replacement for supplied shades and blinds.

2-7 Installation of Air Conditioners and Other Privately Owned Equipment

a. Resident-owned air conditioners are not permitted. All apartments have centrally installed heating and air conditioning units.

- b. All apartments come fully equipped with a stove, range hood, refrigerator, dishwasher, washer and dryer. The above listed appliances supplied to the Apartment may not be removed or replaced with privately owned appliances without permission from Community Management.
- c. Use of waterbeds is authorized. Resident will be required to show proof of supplemental insurance and is liable for any damages caused by the use of a waterbed.

2-8 Laundry

Resident(s) shall not hang or place laundry on the exterior of any building or lawn.

Chapter 3: Maintenance and Repair

3-1 Work Order Procedures

Picerne is committed to providing excellent maintenance service to residents. In order to resolve maintenance requests as efficiently as possible, Resident agrees to notify the Community Management Office immediately when maintenance is required. Maintenance work orders may be placed via telephone call, email, fax, web page, handwritten note, or personal visit to the Community Management Office. Resident may grant permission for maintenance technicians to access the Apartment for the purpose of completing maintenance service while Resident(s) are not home, (while the signing of the Lease generally grants this permission, Permission to Enter forms are also kept on file at the Community Office. Uniformed maintenance technicians will leave a notice when they have been in the home. Maintenance technicians will not enter a home with children less than 18 years of age present unless an adult 18 years of age or older is also present.

Picerne will provide 24-hour emergency maintenance service to residents. Routine maintenance will also be accomplished quickly, efficiently, and according to the highest standards. Work order guidelines were created with resident safety in mind and to provide a clearer understanding of the work order process.

Work Order Priorities:

Residents should call 911 and Picerne immediately in the event of any life-threatening emergency, such as fire, flood, gas leak, or medical emergency due to failure of mechanical equipment or housing components.

Work order priorities will be addressed according to the following priority system

a. Emergency - Response Time 8 hours or less

Emergency work orders take priority over all other work orders and require immediate action. Picerne will respond promptly to handle all maintenance emergencies. The following situations are examples of some, but not all, emergency conditions which may constitute an immediate threat to life, health, mission, security or property:

- No heat when the projected outdoor temperature is 55 degrees Fahrenheit or below
- No air conditioning when the projected outside temperature is 85 degrees Fahrenheit or above
- Electrical short or fire
- Electrical fixtures—shorting or sparking
- Broken electrical components which may cause fire or shock
- Sewer back-up
- Inoperable commodes (when only one available for use)
- Burst or frozen pipes
- Overflowing drains
- Water outage or major leaks from pipes, drain, or faucet
- Stove, oven, or refrigerator inoperative
- Hot water supply outage
- Pest infestation.

The response time for each work order emergency may differ depending on the type of emergency. Please note that an emergency work order will be downgraded as soon as the emergency situation is satisfied. The work order will remain open until all repairs are complete.

b. Urgent – Response and Completion Time 2 working days or less

Urgent work is required to correct a condition, which could become an emergency, could seriously affect morale or has command emphasis. One example would include heating and air conditioning systems malfunctions or failures when more moderate temperatures exist (see below).

The following work may be classified as urgent (but not limited to):

- No heat or air conditioning when projected outdoor temperatures are between 55 degrees and 85 degrees Fahrenheit. The exception is all registered medical orders. These will be treated as emergencies.
- Broken window (cracked only)
- Garage doors jammed or inoperable
- Garbage disposal jammed or inoperable
- Tub or sink faucet drip
- Light Fixtures, switches, receptacles not working
- Inoperable commode where other operable commodes exist

c. Routine - Completion Time 6 working days or less

Residents are encouraged to contact their Community Management Office if there are questions concerning any maintenance issues.

3-2 Rubbish/Refuse/Recycling

Picerne will make available suitable waste containers (dumpsters) in various locations throughout the Randolph Pointe community. Resident(s) agrees not to place rubbish on patios, any common areas, or on the outside of designated dumpsters. Regular pickup schedules will be weekly. Recycling containers will also be available and clearly marked. Residents will be provided a list of approved recyclables at time of move-in. Recycling and trash may not be picked up on the same day. Residents can obtain a schedule of pick up days from the Community Office.

- Resident(s) may not leave excess trash or rubbish when moving out of the Apartment. Bulk trash may not be left outside the building or near dumpsters at any time.

3-3 Plumbing

The toilets and waste pipes shall not be used for any purpose other than those for which they were intended. No sweepings, rubbish, or any other improper articles will be thrown into them. The Resident(s) shall be responsible for any damage to the building caused by the misuse of such equipment.

- a. Water shutoffs will be shown and explained to the Resident during the move-in inspection.
- b. If the Resident identifies a water leak he or she should shut off the water supply if it is safe to do so.

3-4 Electric/Electrical Panel Box/Light Bulbs

The maintenance and replacement of household light bulbs are the Residents' responsibility.

- a. Picerne will supply your home with electric light bulbs at the time of move-in. Resident agrees to furnish replacement bulbs and install thereafter (with the exception of specialty bulbs for appliances or specialty bulbs that are unavailable at local home stores). Please note that CFL bulbs are not considered specialty bulbs.
- b. If the Resident suspects an electrical problem, the electrical breaker(s) should be shut off if it is safe to do so. These devices will be identified for the Resident during the move-in inspection.

3-5 Smoke Detectors

Smoke detectors have been provided in the apartment to comply with local safety ordinances and should not be deactivated or removed. Any questions about operation or performance can be directed to the Community Management Office. Resident agrees to immediately report a malfunctioning smoke detector to the Community Management Office.

3-6 HVAC Filters

It is the Resident's responsibility to change the HVAC filter monthly. Replacement filters are available at no cost to the resident from their Community Management Office. Maintenance Personnel will change HVAC filters and inspect the HVAC unit for proper operation prior to Resident(s) move-in and per the established preventive maintenance schedule. However, a representative from the Community Management Office will replace the HVAC filter if the Resident so requests. It is the Resident's responsibility to maintain the regularly scheduled filter replacement and request assistance from the Community Management Office if necessary. Resident(s) will be instructed on how to change the filter during the move-in inspection.

Chapter 4: Miscellaneous

4-1 Use and Residency

Only those Residents, and other authorized occupants listed on the Lease shall occupy the rental Apartment. Resident(s) must notify the Community Management Office of any changes of those authorized to occupy the premises.

In the event that any person using the Apartment suffers injury, the Resident will report to the Community Management Office the date, time, place and conditions of such occurrence and the names of all persons who witnessed the incident. The report will be given not later than the next business day after the event has occurred.

4-2 Guests

All undocumented occupants are considered as guests. Guests of Resident(s) shall not occupy the Apartment for more than 15 nights in any month, and no more than two overnight guests are permitted at a time unless advance management approval is obtained. No guest is allowed if that guest has been barred from the installation. Any questions regarding this regulation should be addressed to the Community Management Office.

4-3 Subletting/Assignment

Subletting, subleasing or assignment of the Lease is prohibited. Please contact your Community Management Office to request approval for any changes to authorized individuals residing in the Apartment.

4-4 Home/Commercial Businesses

Residents are not permitted to engage in commercial/business ventures from the Apartment.

4-5 Pet Policy

The only pets allowed in Randolph Pointe are caged birds (limit of two) and fish. Any other type of pets are not permitted in Randolph Pointe UPH Housing (including, but not limited to dogs, cats, exotic animals, farm animals, sylvatic animals).

4-6 Parking

Parking by the Resident(s) and guests is authorized in the following areas:

- Parking lot adjacent to Resident(s) Apartment building.

Parking is prohibited, except when complying with the directions of a law enforcement official or traffic control device, in any of the following places:

- On a sidewalk
- Within an intersection
- Within fifteen feet of a fire hydrant
- On a crosswalk or within twenty feet of a crosswalk at an intersection
- On lawns or grassed areas
- In front of a mailbox kiosk
- At any place where official signs prohibit parking.

Vehicles parked in appropriate locations must have current post and valid state license registration or risk being towed and impounded without prior notice at vehicle owner's expense. Parking in space(s) allotted to another resident is strictly prohibited. A resident or visitor vehicle may be towed and impounded without prior notice, at vehicle owner's expense, if it is inoperable, otherwise disabled or parked in a space assigned to another resident. Parking on lawns, planted areas, and sidewalks is strictly prohibited. Recreational vehicles may be parked within garages, only as long as no part of the vehicle or trailer extends beyond the support structure or doorways.

The following types of vehicles and equipment may only be stored inside the garage with the door closed and may not be permanently parked, left overnight, stored on the streets, stored outside a garage or carport, in driveways, yards or parking lots in any housing area:

- Travel trailers
- Motor coaches
- Cargo trailers
- Camper bodies or trailer
- Commercial Vehicles
- Tractor Trailers
- Boats
- Boat trailers
- Horse trailers

Parking violations should be reported to the MP Desk Sergeant.

4-7 Vehicle Repairs and Maintenance

Automobile repairs are not authorized in Randolph Pointe UPH Housing. Unauthorized repairs create safety hazards for other residents and guests and may damage building or common areas. Resident will be assessed charges for the repair of damages resulting from such activity (oil leaks, curb breaks, turf damage, etc.).

4-8 Landscaping

All common areas of each Community, including all lawn areas, will be maintained by Picerne through the use of an approved professional grounds maintenance contractor. All turf areas will be mowed, edged and clippings blown off to maintain a neat and orderly appearance. Bushes will be trimmed once per season. For example, shrubbery will be trimmed to ensure proper flowering (if applicable) or during dormant months. Flower beds will be mulched and weeded in the spring'. Fallen limbs and trees will be removed when needed and leaves will be raked during the fall and spring clean-up process.

4-9 Telephone and Cable Service

The Resident is responsible for telephone instruments, services and additional equipment. Cable Television services in excess of the "Standard Level" provided by Picerne will be the responsibility of the Resident.

4-10 Lockouts

During normal business hours, a Resident who is accidentally locked out of their Apartment should notify the Community Management Office in order to gain entry to the residence. Upon providing proper identification, the Resident will be provided access to the Apartment providing that their name is on the Lease or currently on the key release log.

In the event a Resident is locked out of the Apartment outside of normal business hours, the Resident should call the Community Management Office and request assistance from the 24-hour on-call service specialist. One of the Community management / maintenance team members will respond and confirm the Resident's identity and key release log status. Once confirmed, the Resident will be given access to the Apartment. If proper identification cannot be provided, the Resident and management staff will have to use alternative means to determine the resident's identity such as contacting the duty office of the Resident's chain of command.

Frequent lockouts inconvenience everyone; **Any Resident who locks themselves out of their Home will be subject to a \$25.00 lockout fee on the second occurrence in a calendar year.**

4-11 Resident's Potential Liabilities

Resident is responsible for and may be held liable for damage to leased housing, or damage to or loss of related equipment or furnishings, caused by their abuse or negligence or that of their guests.

4-12 Energy Conservation

The goal of energy conservation is to ensure that the essential needs of all Residents are provided without waste. Energy conservation is a key element in efforts to become energy efficient. Residents are responsible for practicing energy conservation to avoid waste. The following tips are suggested for residents to conserve and reduce energy consumption without sacrificing comfort:

- Thermostat should be set at a comfortable setting without fluctuation to maintain consistent climate control.
- Doors and windows should be kept closed whenever air conditioning or heating is in operation.
- Check toilets for leaks, make sure faucets are shut off properly, run the dishwasher only when fully loaded. Take short showers instead of baths. Do full loads of laundry and make sure the water level is right for the size of the load.
- During daylight hours turn off lights when not needed in unoccupied areas.
- Residents are encouraged to use CFL bulbs.

Chapter 5: Move-Out

5-1 Policy

The following moves may be granted at the Government's expense:

- At retirement or separation of the Resident.
- As directed by the Garrison or Installation Commander.

The following moves may be at the Resident's expense:

- If the Resident becomes ineligible to remain in housing, the Apartment will be vacated immediately.

5-2 Termination/Vacate Notice

The occupancy period will be reduced if:

- a. the Resident/service member is required to move pursuant to PCS orders a distance of at least 50 miles based on duty station,
- b. if the Resident/service member is prematurely or involuntarily discharged from the service,
- c. if the Resident retires or separates from the military.

The service member must provide written notice and a copy of orders to the Property Manager at least 30 days prior to the desired date of departure from the home, if they must end this Agreement before its term has expired. PCS/ETS orders received with less than 30 days advance notice will authorize release of the Resident on a case-by-case basis with proof of orders.

In the case of Roommates, both roommates may seek termination of the Agreement pursuant to the provisions of Section 5-2, a, b and c of the Resident Occupancy

Agreement, even if only one roommate has a change that qualifies for this early termination.

Early termination of this Agreement, for other than PCS/ETS orders, may be authorized when the following conditions are satisfied;

- a. Resident delivers 30-day written notice of intent to vacate to Property Manager, and pays the rental amount during that 30-day period, and
- b. Residents is current in the payment of all rent and fees up to the date of termination
- c. Pays an amount equal to one month's rent as an Early Lease Termination Fee.

5-3 Move-out Inspections

A Resident(s) preparing to move out may request a pre-inspection at anytime. This inspection is offered for the convenience and peace of mind of the departing service member. A pre-inspection may be scheduled any time, for example; 60 days, 30 days or even one week prior to the scheduled move-out date. A member of the Community Management Office staff will conduct the inspection which may identify potential damages or cleaning items that require remedy prior to move-out in order to avoid charges being assessed. Appendix C presents the Picerne Military Housing Damage Cost Sheet which provides examples of damages and estimated cost.

Picerne will only require one final move-out inspection to be conducted after all personal belongings have been fully removed from the Apartment. The identical form used to document the condition of the apartment at move-in will again be used at move-out to document the condition of the apartment upon departure. The two inspections will be compared with differences in conditions noted. After allowing for normal wear and tear, Picerne will evaluate any remaining differences or discrepancies and assess appropriate charges if warranted. A member of the Community Management staff will conduct the inspection.

Resident(s) is strongly encouraged to be present at the inspection to facilitate the "check-out" process. In the event that charges are necessary and the Resident(s) disagrees or questions them, a resolution can be obtained more expeditiously if the Resident(s) is present.

Resident(s) must pay Picerne all monies due within 24 hours of move-out or within 48 hours of receipt of notification by Picerne (via U.S. mail or other recognized postal service) if not present at the inspection. All amounts owed must be remitted to the Community Management Office (made payable to Picerne) prior to clearing the Installation. Picerne will use all reasonable means available, including judicial and non-judicial processes, to pursue and collect unpaid balances. A former Resident(s) may suffer adverse credit consequences as a result of failure to pay monies due to Picerne.

5-4 Abandonment

If a Resident(s) abandons the Apartment, Picerne will send a letter to their last known address stating that unless a reply is received from them within seven (7) days, Picerne

will re-rent the Apartment. If a Resident vacates an Apartment without notice to Picerne, removes possessions from the Apartment and does not pay rent due, for more than fifteen days, abandonment has occurred.

5-5 Surface-Clean Concept

Picerne will require a surface-clean condition (see appendix B) at move-out. The surface-clean requirement is designed to ease the “check-out” process for service members. Surface-clean condition implies that an apartment is left clean throughout. When an apartment is cleaned regularly, it should only require a wipe down and sweep/vacuum at move-out to deliver surface-clean condition. A damage cost sheet (see appendix C) outlining costs for apartments left dirty and damages beyond normal wear and tear is attached. Contact your Community Management Office if there are any questions.

5-6 Conflict Resolution for Damages to the Home

In the event of a dispute over compensation for damage charges, both parties agree that if a mutually acceptable solution cannot be reached, the Resident(s) may choose to rectify the dispute by hiring the services of a licensed, bonded, and insured contractor in the specific discipline(s) involved, e.g., carpentry, plumbing, roofing, etc. Upon Resident request, the Community Management Office will provide a list of qualified contractors.

RRG Appendix A: Guide for Operation of Appliances, Thermostat, Smoke Detector, and Instructions for Testing Ground Fault Interrupters

OPERATION OF APPLIANCES (Do's and Don'ts)

A. Garbage Disposal Unit:

1. Do keep cover on drain when disposal unit is not in use. Items such as bones, corncobs, hairpins, glass, string, tacks, etc., may result in a clogged drain or jammed disposal.
2. Do grind food waste with strong flow of cold water.
3. Do flush disposal for self-cleaning by running a few minutes after grinding waste or draining dishwasher.
4. Don't use lye or other chemicals for cleaning.
5. Don't turn off water while grinding.
6. Don't grind fibrous food waste, i.e., cornhusks, pea pods, lettuce, celery, artichoke leaves, chicken skin, rice, noodles.

NOTE: When disposal does not operate take the following steps:

STEP 1. Turn off switch and water, and allow garbage disposal unit to cool.

STEP 2. Push reset button located on bottom or side until a click is heard.

STEP 3. Turn on switch and water.

STEP 4. If garbage disposal is still not operational, call your Community Management Office to report a work order.

B. Stoves:

Ovens, grills, and burners will be kept free of grease and food spillage to prevent fires and to avoid build-up which is difficult to remove and could result in a cleaning charge at move-out.

C. Dishwashers:

Dishes, pots, and pans will be scraped of food and rinsed before being placed in the dishwasher.

D. Instructions for Testing Ground Fault Interrupters:

The ground fault interrupter receptacles (GFI) installed in your apartment is designed to protect people from the hazards of line to ground electric faults. **Do not overload the circuit.** Should your receptacle or the outlet in your adjacent bathroom fail to work, perform the following instructions to test the receptacle before calling in a service order:

- (1) Push the “test” button and the “reset” button should pop up, showing a red line, which indicates that power to the protected circuit, has been discontinued.
- (2) If the “reset” button does not pop up when the test button is pushed, a loss of ground fault protection is indicated. Do not use. Call in a service order.
- (3) To restore power, push the “reset” button.

E. Smoke Detectors:

1. Each apartment is equipped with at least one electrically powered smoke detector. These units have been installed for your safety and are very sensitive. The alarm sounds when electrical activity within the smoke chamber is interrupted by particles of combustion, which are produced when a fire is burning. Your smoke detector may also be activated by hair spray, steam, dust or anything that may pass through the smoke chamber (including insects).
 - a. To reset the detector after it has been accidentally activated, go to the circuit breaker box and cut the power to the detector for a few seconds. Make sure that the area around the detector has been cleared of steam, smoke from cooking, etc., before turning the power on. Notify your Community Management Office if it doesn't reset.
 - b. If your smoke detector activates during the night, assume a fire situation exists until you know for certain. Follow your fire escape plan and evacuate the apartment and/or building until it has been checked. If in doubt, call the Fire Department.
 - c. Accidental activation of your smoke detector may be annoying but this is an indication that your detector is doing its job.
2. If your detector malfunctions, contact your Community Management Office. Do not attempt to repair it yourself.

The Fort Bragg Fire Department is available to assist with any fire prevention information or questions. Contact the Fire Prevention Section.

RRG Appendix B: Guideline for Surface-Clean Condition

Surface-clean condition implies that an apartment is left clean throughout although not necessarily scrubbed. The standards below are intended to reflect good day-to-day housekeeping. When an apartment is cleaned regularly it should only require a wipe down and sweep/vacuum at move-out to deliver surface-clean condition. It is only meant to be a guide. It is not an absolute definition as wear and tear plays a factor in the determination of acceptability. Note that these parameters are exclusive of damages.

GENERAL

- All personal items to be completely removed from the Apartment, storage area and garage.
- Any items requiring disposal are disposed of in an appropriate, proper, and approved manner.
- Any equipment or feature delivered as part of the home (including appliances, appliance parts, fixtures, hardware) is returned intact and proper working order
- Wall color is not to be altered or changed unless approved by Community Management Office.
- Carpeted surfaces are vacuumed and free of excess spots or stains.
- Baseboards throughout the apartment need to be dusted and wiped free of debris/dirt.

- All windows to be closed and locked with covering left in the “closed” position

KITCHEN

- All kitchen work surfaces to be wiped and free of excessive grease build-up.
- Refrigerator to be wiped down inside and out, empty and free of mold/mildew
- Range hood, stovetop, oven, drip pans and under burners to be wiped down and free of burned-on food and excessive grease.
- Dishwasher exterior to be cleaned
- Washer and dryer exterior and interior are wiped clean
- Floor to be swept and cleaned

BATH

- All bathroom surfaces to be wiped down. All surfaces to be free of soap scum, mold, mildew, and dirt build-up.
- Tub/shower to be free of mold/mildew and soap scum buildup with the shower curtain removed
- Toilet cleaned inside and out
- Vanity, sink, and tiled surfaces to be wiped down and free of mold/mildew

BEDROOM/LIVING ROOM/DINING ROOM

- Flooring surfaces to be swept or vacuumed as appropriate to the surface.

GARAGE/STORAGE AREA

- Floors should be free of debris.

RRG Appendix C: Damage Cost Sheet

Repairs that result from normal wear and tear will be the responsibility of the Owner. Damage caused by Resident(S) neglect misuse, abuse or negligent action will be charged to the Resident(s) in accordance with the schedule listed below.

If one or more items need to be replaced or cleaned as a result of Resident(s) damage and or neglect during your residency, the Community Management Office will issue an invoice with the appropriate itemized charges. If damages are noted at the time of move-out, the Community Management Office will prepare and send an itemized invoice with the appropriate charges. Payment will be due upon receipt of the invoice and must be made before the Resident will be permitted to clear post. **Listed below are minimum charges that might be expected if your home is damaged beyond normal wear and tear.**

Removal of Trash, Furniture, etc.	\$50.00 / load
Carpets not vacuumed	\$15.00 each room
Damaged Countertop	\$300.00 and up
Dirty Kitchen/Bath Linoleum.....	\$25.00 each room
Damaged Door Jamb	\$75.00 and up
Dirty Oven/Range.....	\$25.00 and up
Dirty Stove Top.....	\$25.00 and up
Dirty Range Hood.....	\$25.00 and up
Greasy Kitchen Cabinets.....	\$35.00 and up
Dirty Countertops	\$25.00 and up
Dirty Toilet	\$30.00 and up
Dirty Medicine Cabinet	\$15.00 and up
Damaged Cabinet Doors	\$65.00 and up
Broken Garbage Disposal (as a result of Resident neglect) ...	\$85.00 plus labor
Dirty Vanity	\$25.00 and up
Repainting Walls/Doors/Ceiling that require a 2 nd coat	\$100.00+ per room
Damaged Kitchen/Bath Linoleum	Cost plus labor
Broken Refrigerator Crisper/Shelf.	\$65.00 and up
Broken Door Retaining Bar.....	\$25.00 and up
Dirty Refrigerator.....	\$35.00 and up
Damaged Walls from Holes larger than 1"	\$55.00 and up
Damaged Bedroom Door	\$65.00 and up
Damaged Bi-fold Doors.....	\$55.00 and up
Damaged Closet Doors	\$55.00 and up
..... Damaged Appliances.	\$85.00 and up
Damaged Towel Bar.....	\$15.00 each
Damaged Bath Sink	\$100.00 and up
Damaged Medicine Cabinet	\$25.00 and up
Missing Medicine Cabinet Shelf.....	\$15.00 and up
Broken Mirror.	\$45.00 and up

Damaged Tub/Shower	\$85.00 and up
Damaged Shower Rod	\$25.00 and up
Broken Shower Doors	\$80.00 and up
Replacement of Toilet Seat	\$25.00 each and up
Unstop Commode (Resident neglect)	\$55.00 each
Damaged Shade/Mini-blind	Cost plus labor per blind
Damaged Vertical Blinds.....	\$60.00 each
Damaged Smoke Detector	\$45.00 and up
Damaged Ceiling Fan	\$85.00 and up
Carpet Damage	Cost plus labor
Light Fixtures.	\$25.00 and up
Light Globe	\$15.00 and up
Lost/Unreturned House Keys	\$10.00 each
Mailbox Key	\$15.00 each
Garage Door Key.....	\$10.00 each
Garage Door Opener.....	\$50.00 and up
Community Key Fob.....	\$25.00
Community Pool Pass.....	\$25.00
Replacement of Lock/Deadbolt.....	Cost plus labor
Missing/Torn Window screen	Cost plus labor per screen
Dirty Tub/Shower	\$35.00 and up

The information and prices above are provided as a reference only and are subject to change without advance notice.

RRG Appendix D: Housekeeping to Control Mildew and Mold

- **Mildew and Mold Prevention.** The key to stopping mildew and mold from forming or growing is to prevent excess moisture from building up within the dwelling unit. In order to minimize the potential for mold growth within the dwelling unit, it is your (the Resident's) responsibility to do the following:
- Keep your home clean – Especially the kitchen, the bathroom(s), carpets, floors, baseboards, and windows. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces (non-porous items such as ceramic tile, Formica, vinyl flooring, metal, sealed wood, or plastic) is important to remove household dirt and debris that harbor mold or food for mold. Immediately dispose of any cellular material including food that has mold. All personal belongings affected by mold, including clothes, should be properly cleaned or removed from the dwelling unit. Resident shall clean their dwelling unit on a regular and consistent basis.
- Remove visible moisture accumulation within or on the leased premises including (but not limited to) all windows, walls, floors, ceilings, and kitchen and bathroom fixtures as soon as reasonably possible. Spills are to be mopped up to thoroughly dry the affected area as soon as possible after the occurrence. Properly clean or dispose of any sponges, towels, rags, etc. that are used to clean mold. It is recommended that gloves be worn.
- Turn on any exhaust fans in the bathroom or kitchen **before** you start showering, cooking, or using your dishwasher. When showering, be sure to keep the shower curtain **inside** the tub or the shower doors fully closed and use a bath mat on the floor. Also, after taking a shower or bath, wipe the moisture off of shower walls, shower doors, and bathroom floor; leave the bathroom door open and exhaust fan running until all moisture on the mirrors, walls, and other surfaces has fully dissipated; and hang up your towels and bath mats so they will completely dry out.
- Keep moisture within your home at a reasonable level – Ideally between 30% and 50% relative humidity. Proper use of kitchen and bath exhaust fans (see above), increasing ventilation by opening windows in dry weather, increasing sunshine by opening shades, operating your air conditioner in humid weather, and limiting the number of houseplants are just a couple of ways that you can keep the relative humidity down within your home.
- Inspect the drip pans in your air conditioner, refrigerator, and/or dehumidifier regularly. Pans should be kept clean and dry. If you are unsure as to the location of these pans or how to clean and dry them, please contact the management office.
- In homes with existing washer and dryer connections, dryer vents are to be vented properly and must be approved by management. The integrity of the

venting system must remain intact at all times and dryer lint is to be removed after each use. Any malfunctions with the dryer vent system are to be reported to management immediately.

- **Mildew and mold on non-porous surfaces.** If you notice small areas of mildew or mold (4 square feet or less – i.e. a 2 foot by 2 foot area) on **non-porous surfaces** (such as sealed ceramic tile, Formica, vinyl flooring, metal, sealed wood, or plastic) within your home, general guidelines to follow are:
 - Clean the area(s) with soap or detergent and water. Let the surface dry. It is recommended that gloves be used during the clean-up process. All sponges, towels, and/or rags used in the cleaning process should be properly cleaned or disposed of.
 - Within twenty four (24) hours of cleaning, and after the surface has dried, apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover, or Clorox Cleanup (please note that Tilex and Clorox contain bleach which can discolor or stain the surface). **Please be sure to follow the instructions on the container and clean the affected area first.** Should a medical condition make it difficult or impossible for you to use the recommended cleaning products, please contact the Community Management Office.
 - Always clean and apply a biocide to an area several times larger than the visible mildew or mold to be sure to address any mildew or mold that may have spread. Also, it may take more than one cleaning and disinfectant application to successfully eliminate mold from the affected area.
 - **Do not clean or apply biocides to visible mildew or mold on porous surfaces (such as sheetrock walls or ceilings) or to visible mildew or mold on large (greater than 4 square feet) non-porous surfaces.** If there is mildew or mold on a porous surface or a large non-porous surface, please contact the Community Management Office immediately.
 - **Mildew and mold on porous surfaces.** A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mildew and mold products from porous items, such as fibers in sofas, chairs, drapes, and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mildew and mold from clothes. **Do not clean or apply biocides to visible mildew and mold on porous surfaces (such as sheetrock walls or ceilings) or to visible mildew and mold on large (greater than 4 square feet) non-porous surfaces.** If there is mildew or mold on a porous surface or a large non-porous surface, please contact your Community Management Office immediately.

- **Notification of Community Management Office.** Resident shall immediately notify the Community Management Office of the presence of the following conditions:
 - A water leak, excessive moisture, or standing water inside the Home.
 - Mildew or mold growth within or on Home that persists, reappears quickly, or spreads after the tenant has tried to clean and disinfect the affected area as described in sections 3 and 4 above.
 - A malfunction in any part of the heating, air conditioning, ventilation (including bathroom and kitchen exhaust fans and dryer vents), or refrigeration systems within the Home.
- **Compliance.** Complying with these housekeeping guides will help prevent mildew and mold growth within or on your Home and aid in the protection of yourself, your neighbors, and the community as a whole.

RRG Appendix E: Clubhouse Rules, Pool Rules

Rules for Clubhouse

Hours:

- The Business Center will only be open during these normal Community Management Office business hours.
- Fitness Centers: Weight Room and Cardio Theater
5 a.m. to 11 p.m. daily
(Access will be through the use of the residents' issued key fobs.)
- Pool Hours:
Pool hours will be established and published in the Community newsletter prior to the summer months. Life guards will be on-duty during all posted hours of operation. Children under 14 years of age must be accompanied by a parent, guardian or sponsor, at least 18 years of age, while in the pool area.

Access, Age Restrictions and Rules:

Access:

- Access to each Community Center and Pool will be open to all residents of Picerne Military Housing at Randolph Pointe UPH Housing.
- Key fobs for access to the Fitness Centers will be issued to residents once they have signed the Clubhouse Rules Agreement. *One Key Fob will be issued per resident. A \$25 replacement fee will be charged for lost key fobs. Key fob usage is electronically recorded and reviewed in the event of accident or misuse.*
- Key fobs will also be issued to the Military Police.
- **Children under 14 years of age must be accompanied by a parent, guardian or sponsor, who is at least 18 years of age, while visiting the Clubhouse multi-purpose room, media/game room, computer lab or pool. No drop-off child-care is provided.**
- **Anyone accessing the Fitness Centers must be at least 18 years of age.**

Overall Rules:

- Residents and guests must comply with all posted signs and directions.
- No pets are allowed in the Clubhouse or pool areas.
- No Smoking is allowed in the Clubhouse, including all air conditioned spaces, or the surrounding pool area (except in any specifically designated smoking area).
- No glass bottles are allowed in the pool, pool area, locker rooms or fitness centers.
- Residents may not bring alcoholic beverages to the Clubhouse or any of the amenity areas, including the pool and playground areas. Intoxicated persons will be denied entry and/or asked to leave the Clubhouse and amenity areas.

- Any resident caught engaging in any illegal or illicit activity at the Clubhouse will not only face legal consequences, but will also permanently lose the privilege to use the Clubhouse.
- There is a 24-hour video surveillance system in place.
- No propping open of doors to any part of the Clubhouse is allowed by anyone other than management. Access by the residents is through the issued key fobs.
- Continued misuse of the facilities or violation of these rules may result in loss of use privileges.
- No profanity or loud music.
- Proper attire (shoes and shirts) is required in the Clubhouse - no wet bathing suits are permitted beyond the locker rooms. No use of “rolling or wheelie shoes” is allowed in the Clubhouse.

Locker Rooms:

- Management is not responsible for lost or stolen items.

Business Center:

- When using the business center, please restrict your computer use to twenty (20) minutes or less if others are waiting. If no one else is waiting, use may continue beyond twenty minutes. Software is installed to ensure that only authorized sites are visited. Any change to this software or use of these computers to visit unauthorized Internet sites is strictly prohibited and will result in loss of use privileges.
- Residents must sign-in to use a computer in the business center. The sign-in sheet will denote which computer they used.

Guests:

- Residents are responsible for the behavior of their guests. No more than two (2) guests are allowed with a resident to use the recreational facilities at any time unless a private gathering or meeting has been scheduled and approved in advance.

Private Reservations:

- When the Clubhouse is used for private gatherings, premises must be delivered to Picerne Military Housing in the condition premises were in at the commencement of the agreement. Contact the Management Office for policies and scheduling for private gatherings. A refundable cleaning/damage deposit of \$100 is required to reserve the Clubhouse for private gatherings. This deposit may be waived for military organizations with management approval and the signature of an officer of the organization.
- Rooms may not be reserved for the purpose of running a business or holding a commercial venture.
- Picerne Military Housing reserves the right to restrict access and availability of these facilities.

Game Room:

- Residents may check out the games, accessories, and TV remote controls from the management Office when using the Game Room.
- No X-rated Videos or DVDs may be brought into the Community Center at any time. Management reserves the right to discontinue any movies deemed inappropriate.

Fitness Center Rules

Resident and Landlord agree as follows:

1. **GUESTS:** Resident shall not permit any guest to use the Fitness Centers unless the guest is accompanied by the resident and resident has obtained authorization from management in advance. Residents are responsible for the conduct of their guests in the Fitness Centers and any violation of the rules and regulations by the guest may result in loss of use privileges for the resident.
2. **USE OF FITNESS CENTERS:** Resident will use the Fitness Centers in a safe manner and only for the purpose of exercising. Resident will not use the Fitness Centers in any way, which is offensive or dangerous to residents or other users of the Fitness Centers. Resident will comply with policies of Picerne Military Housing for use of the Fitness Centers. Picerne Military Housing may prohibit use of the Fitness Centers by any resident that Picerne Military Housing believes has failed to comply with any of the provisions of this addendum.
3. **DRESS:** Resident must wear appropriate shoes and clothing (including shirts) in the Fitness Centers.
4. The machines must be wiped clean of sweat after each use.
5. **RIGHT TO DISCONTINUE USE:** Resident agrees that Picerne Military Housing provides the Fitness Centers for resident as an amenity. Picerne Military Housing may close or limit the Fitness Centers at any time and for any reason without concession to the resident.
6. When using the machines in the Fitness Center, please restrict your use to thirty (30) minutes per machine if someone is waiting to use the machine.
7. **NO SUPERVISION:** Resident understands that no attendants or supervisor of any kind will be in the Fitness Centers.
8. **NO WARRANTIES:** Resident understands that Picerne Military Housing makes no representation that Picerne Military Housing representatives, if any, have expertise in the use, operation, and physical condition of the Fitness Centers or the equipment. Resident understands that Picerne Military Housing makes no representations or warranties that the Fitness Centers or that the exercise equipment is safe.
9. **USE AT YOUR OWN RISK:** Resident agrees that the use of the Fitness Centers by resident, family and approved resident guests shall be at the resident's own risk.
10. **RELEASE:** Resident agrees that if a personal injury, death or damage to personal property happens through the use of the Fitness Centers or fitness equipment, resident may not bring claim or lawsuit against Picerne Military Housing. Resident also agrees that if residents approved guest suffers a personal injury or death or damage to personal property, resident will be responsible to pay to Picerne Military Housing any money which Picerne Military Housing or Picerne Military Housing's insurance company pays or is required to pay because of the injury to resident's approved guest.
11. **PHYSICIAN'S CONSENT:** Resident should consult their physician before any physical fitness program is initiated.

Pool Rules

1. **ADULT SUPERVISION:** Any guest under the age of fourteen (14) years is not permitted in the Pool Area unless accompanied by a parent or adult who is at least 18 years of age. Each adult resident may accompany a maximum of six (6) children in the pool and pool area.
2. Residents must sign in and present their Randolph Pointe Pool Pass to the attendant when entering the pool area. Residents must sign in their guests. Randolph Pointe Pool Passes are issued to current residents who have signed the Pool Use Rules Addendum.
3. **GUESTS:** Resident shall not permit any guest or resident to use the Pool unless the guest is accompanied by the resident. There is a four guest per household limit at any one time unless the resident has obtained authorization from management in advance. Guests are defined as persons who do not have a Pool Pass. Residents are responsible for the conduct of their guests in the Pool and Pool area and any violation of the rules and regulations by the guest may result in loss of use privileges for the Resident.
4. **USE OF THE POOL:** Resident will use Pool in a safe manner. Resident will not use the Pool in any way, which is offensive or dangerous to residents or other users of the Pool. Resident will comply with policies of Picerne Military Housing for use of the Pool. Picerne Military Housing may prohibit use of the Pool by any resident that Picerne Military Housing believes has failed to comply with any of the provisions of this addendum.
5. **DRESS:** All patrons must wear swimsuits that are appropriate for public appearance, no thongs, sports bras, basketball shorts, underwear, cut offs or denim shorts. All suits must be lined. T-shirts may be worn if they are light colored. Children who are not potty trained must wear swim diapers and rubber pants while in the pool.
6. Change diapers in the restrooms, not the pool area.
7. All residents and guests must use the shower before entering the pool.
8. No glass or pottery-type containers allowed in the pool area.
9. Persons with skin disorders, bandages, open wounds, eye, nose or mouth discharge may be refused entrance to the Pool and Pool area.
10. The Pool will be cleared periodically to allow for safety checks.
11. Inflatable rafts, toys, and/or floating furniture are not permitted in the Pool.
12. Water Wings/Floaties are not permitted in the Pool (Guidance from CDC).
13. Young children may wear Coast Guard approved life vests in the Pool.
14. Prolonged underwater breath-holding is strictly prohibited.
15. No pets are allowed in the Pool or Pool area.
16. Residents and their guests will not overexpose themselves to the sun.
17. The Pool and Pool area are off limits when closed.
18. **RIGHT TO DISCONTINUE USE:** Resident agrees that Picerne Military Housing provides the Pool for resident as an amenity. Picerne Military Housing and the Lifeguards may close or limit use of the Pool at any time and for any reason without concession to the resident.
19. Lifeguards will be provided during posted pool hours and will have the authority to close the pool for weather or safety reasons. Residents must comply with Lifeguards' instructions while in the Pool and Pool area. Failure to comply with Lifeguard instructions may result in loss of use privileges.
20. Lifeguards will be obeyed and may rule on anything not covered by the Community center rules and regulations and/or this Pool Use Addendum.
21. Lifeguards and management will monitor the number of residents allowed inside the Pool area at any one time in order to stay within maximum capacity requirements. Residents acknowledge that access is granted on a first come, first served basis.
22. **USE AT YOUR OWN RISK:** Resident agrees that the use of the Pool and Pool area by resident, family and approved resident guests shall be at the resident's own risk.
23. No wet bathing suits are allowed inside the Community Center other than in the locker rooms.
24. No alcoholic beverages are permitted in the Pool or Pool area. Intoxicated persons will be denied entry and asked to leave the premises.

25. No smoking is allowed in the pool or the surrounding pool area except in any specifically designated smoking area.
26. No loud music is permitted in the pool area. All music must be inoffensive in nature.
27. No running, diving, horseplay, obscene language, or boisterous behavior is allowed in the pool or pool area.
28. Pool furniture must remain on the pool deck at all times and is strictly prohibited from the pool itself.
29. RELEASE: Resident agrees that if a personal injury, death or damage to personal property happens through the use of the Pool or Pool area, resident may not bring claim or lawsuit against Picerne Military Housing. Resident also agrees that if residents approved guest suffers a personal injury or death or damage to personal property, resident will be responsible to pay to Picerne Military Housing any money which Picerne Military Housing or Picerne Military Housing's insurance company pays or is required to pay because of the injury to resident's approved guest.
30. PHYSICIAN'S CONSENT: Resident should consult their physician before any physical fitness program is initiated.
31. One Pool Pass is issued per resident. Resident agrees to return the Pool Pass to the management upon move-out and agrees to a \$25 replacement charge if the Pool Pass is lost or stolen.