EQUAL HOUSING OPPORTUNITY

Attachment #

Resident Guidelines

The Falcon Group

Dear Resident,

We are pleased you chose this community as your new home. We have established these Resident Guidelines with your comfort, convenience and safety in mind. Included among these general resident guidelines, which are for the Falcon Group project, including The Landings at Patrick, The Landings at Moody, The Landings at Hanscom and the Landings at Little Rock, are references to guidelines for amenities that may or may not be available at your community.

HP Communities, LLC (HPC) is the Ownership entity for your housing; on-site professional property management services are provided to you through your local leasing/management center. For the purpose of these guidelines, we will refer to you, the "Resident," as being any person who is listed as a resident on a valid and current lease agreement, and entitled to occupy the home and a "suitable and responsible representative" as a person 18 years of age or older who is authorized by a parent, guardian, or legal custodian. It will be the responsibility of you, the Resident, to ensure all your occupants, guests, invitees and others present at the Community comply with all the provisions of your Lease and the Resident Guidelines.

From time to time, we may make reasonable guideline changes, which will be coordinated in advance with the local Air Force Housing Management Office and distributed on your property's website. In case of any inconsistency between your Lease Agreement and these Guidelines, the Lease Agreement will prevail.

Thank you,

Your Management Staff

Revised July, 2011 and supersedes all prior versions

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1. LEASE PROVISIONS

1.1. Number of Occupants

To assure quality service and amenities, the number of occupants per home will be limited to two individuals per bedroom. A newborn under the age of 6 months is not included in occupancy limits. The occupancy limit will be waived for active duty military personnel who are heads of household and whose immediate family (spouse and declared family members) exceeds the two-persons-per-bedroom standard. The waiver of occupancy limit does not include extended families (i.e. grandparents, aunts, uncles, nieces, nephews, cousins, etc.) It is the responsibility of the Resident to inform management, if or when, the number of people residing in their home exceeds occupancy limits. Failure to do so will constitute a violation of the Lease Agreement.

1.2. Inter-community Transfers

The Community Director may approve transfers requested by a Resident from one home to another and in such instances a new Lease Agreement will be signed. The vacated home will be inspected and must be left in the condition described in your Move-Out Instructions. We will assess charges for damages beyond normal wear and tear as applicable and will require they be paid upon request, unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another Resident.

2. POLICIES FOR RECREATIONAL AREAS

2.1 Supervision of Minors

The policies regarding the supervision of minors will be the same as the policy adopted by the AF Base. The current policy can be obtained from your local Landings community website. Residents are advised to exercise their own prudent judgment as a reasonable parent with respect to the unsupervised use of the facilities by minors. Neither HPC or owner, by establishing the minimum requirements contained in these policies, are in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or utilizing the facilities of the community with or without supervision.

2.2. Pools (if provided)

Swimming Pools: We ask that all Residents and their guests observe the posted pool regulations as established by the City/County. For health and safety reasons, we require all persons under the age of fourteen (14) years old be accompanied and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative, at all times.

A Resident must accompany their guests at all times. For the comfort and pleasure of all Residents, radio and CD players may only be used with earphones. All Residents and their guests are asked to refrain from loud or profane language and to conduct themselves in a manner which is not offensive to those around them.

Wading Pools: Wading pools, owned by the resident, are authorized. A wading pool is defined as less than 14 inches in depth, 8 feet in diameter, or 8 feet in its longest dimension. Pools cannot be left out overnight or unattended at any time while there is water in the pool.

Personal whirlpools/spas are not allowed. Yards will be restored to original condition when a wading pool is removed. Remember a child can drown in one inch of water. Children depend on adults for their safety and well being. It is suggested you contact your AFB legal office regarding liability.

2.3 HPC Provided Sport and Recreational Areas/Fitness Center

While all Residents and occupants may use the sports and recreational areas, persons under the age of 12 must be accompanied and supervised by a parent, guardian, or legal custodian, or a suitable and responsible authorized representative, at all times. Residents may check out equipment from the HPC Management Office during office hours; proof of residency is required. We require a valid driver's license or other identification be left at the HPC Management Office and all equipment be returned before closing. Use of sport and recreational areas are at your own risk and all Residents must expressly understand Management is to be held harmless for any and all injuries, accidents, or losses suffered while using facilities. The HPC Management Office will make no warranties concerning the equipment or facilities and Residents agree no representations are being made as to the safety, desirability or quality of equipment or facilities. Residents and their guests or occupants will be responsible for the cost of any repair or service on equipment or facilities due to misuse. Sport and recreational areas and the Fitness Centers are provided for the use and enjoyment of all Residents. Any Resident, occupant and/or guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave those common areas and such conduct shall constitute a breach of the Lease Agreement. Management reserves the right to limit the use of facilities. To ensure space for all Residents, we ask you do not invite more than two guests to accompany you while using these facilities.

2.4 Policies for Common Areas

All common areas, including but not limited to parking lots, stairwells, jogging trails, the grounds surrounding your home, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of trash, refuse and other obstructions. Please be aware all items left unattended in common areas may be removed and disposed of at the discretion of management personnel without notification. Common areas are for the use and enjoyment of all Residents. Any Resident, occupant and/or guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave the common areas and such conduct shall constitute a breach of the Lease Agreement. Management reserves the right to limit the use of the Common Areas.

2.4.1 Motor Vehicles and Parking

When entering or leaving the community, we ask you to operate your vehicle at the posted speed limit and observe all posted parking policies. All parking is unassigned, unless otherwise specified in your Lease.

The parking lots, streets and driveways are for the parking of personal automobiles, motorcycles, vans or pickup trucks belonging to or used by the Residents and occupants of the community. Cars without valid license plates will be subject to towing. The use of parking lots, streets and driveways for any other purpose, such as parking or storage of commercial vehicles, taxi cabs, limousines, buses, friends' vehicles or repair of motor vehicles (including oil changes), is expressly prohibited

anywhere in the community (including private garages). If there is a designated parking area on site, boats, trailers, large trucks and large motor homes may be parked there when registered with the HPC Management Office.

Local fire codes prohibit the parking of motorcycles on sidewalks, patios or inside your home. Please do not park in designated fire lanes, handicapped spaces (unless authorized to do so) or block trash receptacles. Such action is a violation of local ordinances and vehicle will be towed at the owner's expense. Any vehicle towed may be subject to additional fines. All abandoned, inoperable vehicles and/or vehicles with expired registration are subject to being towed. In addition, any vehicle with an alarm system which malfunctions and/or sounds continuously for one hour, or intermittently for a period of three hours, is subject to being towed.

2.4.2 Recreational Vehicle Parking

Residents should contact the Recreational parking facility to get a reserved parking space in the RV parking lot on the main base for an administration fee. Recreational vehicles are allowed in the HPC housing area only up to twenty-four (24) hours before and after use of the vehicle for prep and clean up time unless registered with the HPC Management Office and parked in a designated area.

3. ACCESS TO DWELLING

The Management Office must approve any change of or additions to home locks. It is imperative we have access to your home in order to handle emergency situations; therefore, it is necessary for your manager to have a copy of any and all keys to your home. The landlord is required to give the Resident twenty-four (24) hours notice of intent to enter the residence for non-work order requested work. Resident is not entitled to such notice in the case of an emergency. Whenever management personnel or exterminators enter your home to perform work, a copy of the service request will be left in your home to let you know what work was performed.

We require written permission be supplied to management by Resident listed on the Lease in order to give access to a home. Management cannot give access to delivery companies, moving van representatives, out-of-town guests and relatives without such written permission.

4. BUSINESSES IN HOME

Private businesses may not be operated on the Premises unless approved, in writing, by the Installation Commander and Project Owner and are conducted in accordance with local ordinance and with all other regulations within these Resident Guidelines.

5. CARE OF HOMES

5.1 Appliances and Fixtures

Your dwelling is equipped with appliances and we require written permission be obtained before any Resident installs a privately owned appliance. We will require any personal appliance be properly stored within your home such as an additional refrigerator. We ask you to not overload your dishwasher and only use detergents made for automatic dishwashers. To keep your disposal in good working order, please turn on cold water before starting your disposal and do not grind bones, rinds, pasta, potato peelings, grease or stringy foods. Do Not overload the disposal. If your disposal should stop, press the reset button on the outside of the disposal.

5.2 Decorating

HPC requires Residents to refrain from modifying the walls, shelves or closets without prior approval, except as allowed by any applicable Federal, State, Parish or Municipal Statute, Law or Ordinance relating to persons with disabilities. You may hang pictures, mirrors, etc. on the walls, but ask that you use appropriate picture-hanger devices. In addition, we ask you to please use a cutting board rather than chopping and cutting on the kitchen countertops. Residents are allowed to use waterbeds on the ground level, but only with proof of private insurance to cover any possible damages from waterbeds.

In order to keep our neighborhoods uniform, we also require any window treatment be approved by the HPC Management Staff. All windows must show white to the outside -- aluminum foil or colored window treatments will not be allowed

5.3 Refuse Collection

Residents shall dispose of garbage in designated receptacles only. All residents must comply with any recycling program in place within the housing areas; these programs may be implemented or modified during the course of your lease term.

5.4 Telephone Wiring

Residents are to utilize telephone outlets already installed in your home. Additional wiring is prohibited. Requests for wiring for additional telephone lines will be handled on a case-by-case basis; please contact the management office.

5.5 Fences

Residents desiring to install fences must obtain written approval from HPC, in advance, and all fences must be of the type approved by HPC and installed in a location approved by HPC. Resident is responsible for obtaining any required dig permits prior to installation. Resident is responsible for fence removal at end of tenancy as well as filling of post holes and lawn repairs to restore lawn to pre-installation status unless the incoming resident agrees, in writing, to buy and maintain the fencing from the out-going resident. All resident-installed fencing will be maintained by the Resident. Residents are not allowed to paint, attach, or alter privatized housing fencing in any way, without written authorization by HPC. Residents are required to properly maintain backyard fencing, i.e. removal of weeds, grass and debris. Structural maintenance of privately owned or rental fences is the responsibility

of the Resident. Report damage to fences maintained by the Landlord to the management office for repair.

5.6 Patios

You should keep your sliding doors, patio doors, and windows closed and locked during your absence to protect against rain damage. Patios or entryways should be kept uncluttered and free of trash. Do not leave pets unattended on patios at any time.

5.7 Yards and Landscaping

Yards should be kept free of signage, excessive decorations, trash and debris. Signage placed by the pest control or lawn service companies for announcement of chemical treatments is permissible. Playground equipment and doghouses are permitted provided they are placed in your back yard. You are responsible for maintaining the area around your home--responsibility guidelines are listed below. Structures such as dog runs, satellite dishes and storage sheds are not allowed without prior written approval from management. Personal whirlpools/spas are not allowed. While private wading/swimming pools are allowed, they cannot be left out over night or unattended at any time while there is water in the pool. Maintenance of privately owned or rental fences is the responsibility of the Resident. Report damage to fences maintained by the Landlord to the management office for repair.

Resident landscaping responsibilities:

- Yards must be within standard at all times.
- Shrubs must be trimmed to between 3ft – 4ft.
- Flower beds must be free of weeds at all times.
- Leaves and all tree debris must be raked and removed and placed curbside for removal by the weekly trash collector in an approved container and in accordance with local trash collection guidelines.
- Dog/animal feces must be removed promptly.
- Yards/patios/carports/walkways/driveways must be neat in appearance and free of clutter.
- Yards must be mowed and grass cannot be more than 4" or less than 2" in height.
- Resident must maintain an edge around sidewalks, curbs, patios and driveways.
- Resident must remove grass from cracks in all paved/ cemented areas (drives, walkways and sidewalks).
- Resident must trim around foundation of home and all fence lines
- Resident must maintain at least a 4-ft area around the exterior of their fence or to the curb and halfway to the next house, whichever is greater.
- Yards must be watered as needed; however, local watering restrictions take precedence and must be adhered to. Fines are possible and may be issued if watering restrictions are not followed.

Yards are subject to inspection at any time by management staff. Yards that are not to standard will be given a violation notice stating any violations to the above listed responsibilities with a date by which the resident must cure the violation. If the violation is

not cured by date stated, Management will charge the resident a fee depending on work performed by the Landlord to return the yard to the standards listed above. The fee will be due immediately upon request or will be included in the rent due to the Landlord on the first of the month following the violation.

5.8 Hanscom AFB, only: Wetlands

The use of pesticides or fertilizer within one hundred (100) feet of the wetland delineation boundary is prohibited. No grass cutting is allowed within twenty five (25) feet from the edge of the wetlands. A map denoting the wetlands boundaries is available in the HPC Management office.

6. GENERAL INFORMATION

6.1 Guests

Immediate relatives of Resident and Resident's spouse may be considered normal Residents of the household and are not "Social Visitors," regardless of period of stay. Immediate relatives would include the parents, grandparents, brothers, sisters, children and step-relations of the aforementioned of either the Resident or the Resident's spouse. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to thirty (30) days. The Resident agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two (2) days.

Visitation period for all other guests is limited to two (2) weeks per visit. Special situations, such as temporary custody, should be referred to management and will be dealt with on an individual basis. The owner and the Base Commander reserve the right to control the entry into the community by Resident's guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors, and/or salespeople and may prohibit from the dwelling or community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating community policies. It is the Resident's responsibility that all family members, occupants, guests or invitees adhere to Base policies and regulation for housing located within the boundaries of the Base.

All foreign nationals (non-US Citizens) must have an approved Foreign Visit Request (FVR) prior to entering your installation. The FVR form and instructions may be obtained from the Foreign Disclosure Office (FDO) on the installation. A valid passport will be required to accompany the FVR form. The request should be submitted 30 days prior to the visit by the on-base host. DoD dependents, with proper Identification Cards (IDs), are exempt. The FVR does not exempt anyone from any Security Forces (SFS) requirements or background checks.

6.2 Safety/Security

Please report any suspicious persons, strange vehicles or unusual or suspicious activity immediately to the law enforcement agency at your AFB, or the local law enforcement agency if housing is located outside the Base. Please follow up with a notification to the

HPC Management Office or 24-hour answering service. In case of fire or other emergency, please call 911 or local Base emergency number provided in your move-in packet.

6.3 Smoke/Carbon Monoxide Detectors

Smoke/Carbon Monoxide Detectors shall not be disabled, disconnected nor should batteries from smoke detectors be removed at any time. Resident shall replace smoke detector batteries and immediately report any malfunctions to their management office. Resident will be responsible for any loss or damage from fire, smoke, or water if that condition arises from the Resident disconnecting, damaging, failing to replace a battery or failing to report malfunctions to their management office.

HPC has provided carbon monoxide detectors (when natural gas is provided to the home) and smoke detectors. The Resident agrees that the detectors are acceptable, subject to HPC's duty to make needed repairs of same upon written request of Resident (see section 8.2). Any additional smoke detectors desired by Resident may be installed at Resident's expense only after prior written approval from HPC. When installed, any such additional items shall become the property of HPC.

7. PROPERTY POLICIES

7.1 Satellite Dishes

If allowed by applicable telephone, cable television and internet service contracts, the installation of satellite dish systems must be approved, in writing, by HPC prior to installation. The satellite dish should be located behind the house or located behind a fence with little or no visibility from the street. The satellite dish must be attached to a freestanding pole with an installed height not to exceed four (4) feet protruding from the ground. Satellite dishes will not be attached to any housing structures such as homes, garages, utility poles, fences or trees. No satellite dishes will be installed in the front yard. HPC reserves the right to use landscaping or other screening materials in the event that satellite equipment is visible from the street. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches may be dug.

7.2 Skateboarding

For the safety of both Residents and users, skateboarding is not authorized on roads and streets in the family housing area. Skateboarding is only allowed on sidewalks in residential areas. Skateboard ramps are not allowed. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of skateboarding. The use of appropriate safety and protective equipment is required.

7.3 Holiday Decorations/Outside Lighting

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

Holiday decorations and outside lighting are prohibited from being placed higher than the edge of the roof gutter. The use of staples, nails, screws, or other mechanical fasteners to attached decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorative lighting, garlands etc. Attachment of anything to vinyl siding is prohibited. Additionally, electrical decorations must be unplugged when Residents are away from the home.

Holiday lighting may not be erected before Thanksgiving and must be removed no later than January 10th. Outside decorative lights are to be turned off no later than midnight, except on Christmas Eve and New Year's Eve, when they are allowed to remain on overnight. Operation of outside lights is not authorized during daylight hours.

Decorative lighting for other occasions such as Halloween is authorized but cannot be put up earlier than one month prior to the occasion and must be removed no later than one week after the occasion.

7.4 Pets

If you wish to have a pet in your home, you must sign a Pet Agreement and a Pet Policy Addendum. Breed restrictions may pertain to your installation—refer to your Lease. See paragraph 5.7.

7.5 Televisions, Stereos, Radios

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions, stereos, radios, and parties. "Quiet Time" will be observed from 10:00 p.m. to 8:00 a.m. Sunday through Thursday, and midnight to 8:00 a.m. on Friday and Saturday. Citizen Band (CB) and other wireless base stations or radio/television aerials and wires are not permitted on any part of the residential area. (See section 7.1)

7.6 Weapons

Residents owning a weapon must comply with local installation regulations and State and Federal laws. In any HPC housing areas located on government owned property the military policy for storing firearms will apply. Actions taken by Residents involving weapons which are prohibited by state/local municipal law and military policy are strictly prohibited and will be grounds for eviction.

7.7 Keys/Lock Out

Please ensure children returning from school or other activities have access to their home. Failure to provide such access and supervision shall constitute a breach of the Lease. In case of emergency, it is necessary for the HPC Management staff to have access to a key to any additional or replacement lock which was not originally provided to you upon move in. In the event you are locked out of your home, please call your neighborhood office during business hours or contact maintenance for after-hours assistance. Those contact numbers will be provided to you in your Welcome Package. Refer to your Lease for Lock- Out and Key charges.

7.8 Barbecue Grills

The use of charcoal barbecue grills and gas fired grills on decks, balconies, covered parking areas or patios or under any building overhang are prohibited. All grills must be used a minimum of fifteen (15) feet from any building structure. The storage of fuel bottles from the gas fired grills (attached or unattached) inside any structure or on balconies is prohibited. Charcoal grills may be stored on porches; decks, and patios provided the charcoal is completely extinguished.

7.9 Basketball Backboards/Soccer and Hockey Goals

Only portable basketball backboards, hockey and soccer goals and other recreation equipment are authorized in the family housing areas.

Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences or trees; nor will backboards be affixed to permanent or semi-permanent freestanding poles. Portable equipment must be used in resident paved driveway with backboard facing away from street. Use of portable equipment cannot create a nuisance or affect the quiet enjoyment of neighbors.

All recreation equipment, including basketball, hockey and soccer goals and related equipment, must be returned to a proper storage area after use, such as enclosed garages or in backyard aligned with home. In preparation of high winds or storms, equipment shall be moved into enclosed garages. No court markings are to be painted on to the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout the housing areas and in the community recreation centers. Basketball goals are not allowed to be stored in the common areas.

7.10 Storage Sheds

Requests for storage sheds should be addressed to the management office. Only sheds approved by HPC are allowed, and all sheds must be purchased or rented by the Resident. Sheds may only be placed in an approved location and must not be visible from the front of the home. Residents shall not store food of any type, including pet food, bird seed etc., or any other material that may attract animals, rodents or pests in the storage sheds. Due to being in a high wind location, The Landings at Patrick does not allow storage sheds.

7.11 Trampolines

Personally owned trampolines are limited to sixteen (16) feet in width, must be properly secured and must have padded side netting and must be in a fenced area. Installation shall be allowed within residents' area of responsibility. Trampolines should be compatible in size to the homes rear yard, installed only on a flat surface and can not be located where there will be an adverse visual impact from the street or from neighbor's homes. A written request to erect a trampoline must be submitted to HPC and written approval must be granted prior to installation. Approved installation prior to June, 2011 will be grandfathered. Residents are

encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

7.12 Displaying Flags

The displaying of the flag of The United States of America is encouraged. Other than the flag located at the Installation Commander's home, installation of all flags will be restricted in location to either the exterior wall near the front entrance door of the home or attached to the exterior wall near the garage entrance door. Flags are restricted in size to no larger than 36" x 48." Flag holders are to be purchased by the resident, but installation is to be done only by property maintenance staff via a work order request. HPC Management reserves the right to deny displaying of inappropriate or offensive flags. Examples of acceptable flags would be Armed Services approved flags, collegiate flags, State flags or holiday flags.

7.13 Patrick AFB only: Exterior Lighting During Turtle Hatching Season

In accordance with the United States Fish and Wildlife Service, all residents will abide by the "lights out" policy of the Base and the Housing areas. This "lights out" policy occurs annually from May 1 –October 31. During these dates, from dusk to dawn daily, residents must extinguish all exterior non-turtle approved lighting. Residents are not allowed to have open fires of any kind and must keep all blinds closed to reduce light emissions from their home that may cause turtle hatchling disorientation, thus endangering the species.

8. MAINTENANCE

8.1 Emergency Maintenance is Provided 24 hours a Day.

An Emergency repair is defined as any occurrence which endangers life or property or which eliminates an essential service provided to Resident. These include, but are not limited to: fire, flood, power outage, gas leak, violent criminal activity and burglary. If the ONLY bathroom in your home is not functioning, it is considered an Emergency repair.

8.2 General Maintenance/Requests for Repairs

You must report any and all needed repairs to the HPC Maintenance Office by phone, property website, or by e-mail. In the event your service request is not completed to your satisfaction or in a timely manner, and your Maintenance staff seems unable to provide a solution, please do not hesitate to contact your Community Director.

8.3 Bathrooms

Please do not put paper towels, disposable diapers or Q-tips in the toilets and notify us immediately, preferably in writing, of any necessary repairs to your home or the fixture within your home. Please note the cost for any repair or service on appliances and/or fixtures due to Resident, occupant and or guest misuse will be charged to the Resident.

8.4 HVAC Filters

The HVAC filter(s) in your home should be changed on a regular schedule to insure proper performance of heating and cooling units. We will provide this service at no cost and will send you notice in advance of filter changes.

8.5 Lighting

Please notify the Management of any burned-out common area exterior or hallway lights.

8.6 Power Failure

In the case of power failure, check your circuit breaker inside your home before reporting to the office.

9. PROHIBITED ACTIVITIES

The management office will issue Lease Violation Notices for such items as excessive noise, littered yards, illegal parking, unauthorized pets, unauthorized repair of vehicles and failure to observe speed limits or stop signs within the community. An accumulation of three Lease Violation Notices may subject you to possible Lease termination proceedings. The following item, though not a complete list, are typical prohibited activities.

- Disrupting our business operations.
- Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the community.
- Engaging in threatening or fighting behavior, making excessively loud utterances or using offensive language which is disruptive to others within the community.
- Harassing or discriminating behavior towards others in or near the community (including Owner's representatives and employees).
- Possessing, selling or manufacturing illegal drugs or possessing drug paraphernalia.
- Storing anything in a utility closet which houses gas appliances.
- Tampering with utilities or telecommunications lines.
- Handling, storing, using, or disposing of hazardous chemicals (including motor oil) in a manner contrary to local ordinance and EPA guidelines is not allowed. Burning Sterno logs in fireplaces is prohibited.

10. COMMANDER'S AUTHORITIES

The Premises, the Leased Premises (the housing area or the "community") and the Leased Premises Improvements, including the housing unit subject to the Lease, are located on your AFB (the "Base") and (b) such Premises, Leased Premises, and Leased Premises Improvements, including the housing unit subject to this Lease, occupants of the housing unit, invitees, and personal property of the occupants and their invitees, are all subject to the Commander's rights, privileges and authorities, as described below.

> Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commander over the Premises or the housing area relating to the security or mission of the Base, the health, welfare, safety or security of persons on the Base or the maintenance of good order and discipline on the Base, as established in law, regulation, or military custom. The foregoing rights, prerogatives and authorities of the Commander include, but are not limited to, the following:

The authority to furnish utilities and services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the Government for the Project.

The authority to promulgate and enforce security regulations and restrict public access to the Base, to include regulations delineating parameters for authorized entry to or exit from the Base, pursuant to 50 U.S.C. § 797.

The authority to conduct background checks utilizing the most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to Resident and all occupants pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.

The authority to bar individuals from the Base pursuant to 18 U.S.C. § 1382.

The authority to conduct inspections or searches of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 314, 10 U.S.C. § 802, *et seq.,* and 50 U.S.C. § 797.

The authority to issue search authorizations based on probable cause of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 315, 10 U.S.C. § 802, *et seq.* and 50 U.S.C. § 797.

The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Base in accordance with 50 U.S.C. § 797 and Department of Defense Instruction 5200.8.

The authority to exercise emergency health powers on the Base pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.

Any statutes, directives, regulations, or instructions referenced above shall be deemed to refer to such authorities as in effect on the Commencement Date, as the same may be amended, supplemented or superseded from time to time.

Anything contained in this Lease to the contrary notwithstanding, the Commander has the right at all times to order the permanent removal and barment of anyone from the Base, including but not limited to Residents, if he or she believes, in his or her sole discretion, that the continued presence on the Base of that person represents a threat to the security or mission of the Base, poses a threat to the health, welfare, safety, or security of persons occupying the Base or compromises good order and/or discipline on the Base.

11. RESIDENT BACKGROUND CHECKS

Prior to entering into a Resident lease with any Resident applicant who does not have unrestricted and unsupervised AFB access, the (Project Owner) PO must request and receive

confirmation from the Installation Security Forces that the applicant and any other individuals over the prescribed age as set forth by the Installation Security Forces who shall occupy the Premises (the privatized house) meet the Installation's security eligibility requirements. The Installation's security eligibility requirements for Resident applicants and the process for screening Resident applicants and notifying the PO of Resident applicant eligibility shall mirror the security eligibility requirements, screening process, and notification process that the AFB uses for employees of Government contractors or other members of the general public with unrestricted and unsupervised AFB access. The Installation Commander has the authority to implement additional security requirements as needed. If the AFB does not conduct criminal background checks for individuals with unrestricted and unsupervised AFB access, the PO shall conduct commercially reasonable criminal background checks on Resident applicants and other prospective occupants.