



**HARBOR BAY at MACDILL  
RESIDENT GUIDELINES  
AND  
COMMUNITY HANDBOOK**

**MACDILL AIR FORCE BASE  
AMC EAST COMMUNITIES**

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## WELCOME

Welcome to Harbor Bay at MacDill! You have made a wise decision in choosing to live on base. Relocation can be very stressful – and you will find that our management team will do everything possible to ease the stress of your relocation and help you enjoy your new home to the fullest.

The first section of the Resident Guidelines and Community Handbook (Handbook and/or Resident Handbook) contains general ‘**quick-reference**’ information on the following subjects to help your family settle into your residence:

1. Harbor Bay at MacDill Welcome Center (Leasing Office) and Maintenance Office hours and location
2. Phone Numbers – important phone numbers and addresses
3. Moving – Things to do prior to moving
4. Vacation time – What to check prior to going away on extended vacations

Other sections of this Handbook discuss **rules and regulations** for the communities. This Resident Handbook should be considered as an addendum to your lease agreement, and be adhered to accordingly. Every fine community must have rules to ensure safe and peaceful neighborhoods in which to live and raise your family. By observing these regulations, Residents will find their community a more desirable place to live.

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

Please note that the sole purpose of this Handbook is to protect you and your neighbors from practices that would be detrimental to your stay and the overall community. Harbor Bay at MacDill personnel are obligated to enforce these regulations and we ask that you comply with their requests, and give us an opportunity to be of service. We’ll do our best to exceed your expectations.

**It’s a Beautiful Day in Harbor Bay!**

## GENERAL INFORMATION

### A. LOCATION / HOURS / STAFF

The Harbor Bay at MacDill Leasing Office is located at 8414 Fortress Drive, and the Maintenance and Self Help facilities are located at 2120 Second Ave.

Hours of operation for our offices will be Monday through Friday, 7:30 a.m. – 4:30 p.m., with the exception of federal holidays.

Please note that office hours may change based on need.

### B. LOCAL DIRECTORY

| EMERGENCIES                      |                              |
|----------------------------------|------------------------------|
| FOR EMERGENCY CALLS              | 911                          |
| Property Management Office       | 813-840-2600                 |
| Maintenance Office               | 813-840-2000                 |
| CHILD SERVICES                   |                              |
| Child Development Centers        | 813-828-3332<br>813-828-2244 |
| Family Child Care                | 813-828-7760                 |
| Youth Center                     | 813-828-7956                 |
| Tinker K-8                       | 813-840-2043                 |
| Robinson High School             | 813-272-3006                 |
| Airman and Family Readiness      | 813-828-2721                 |
| Family Advocacy                  | 813-827-9172                 |
| OTHER SERVICES                   |                              |
| Transportation Management Office | 813-828-8867                 |
| Fire Department, Admin. Office   | 813-828-3630                 |
| 6th Medical Group Facility       | 813-828-5367                 |
| Lodging Office / MacDill Inn     | 813-828-4259                 |
| Verizon Phone Company            | 800-483-4200                 |
| Bright House Cable TV            | 813-684-6400                 |
| Security Forces Office (SFO)     | 813-828-3322                 |

### **C. MOVING TIPS**

Moving can be stressful no matter how many times a family may have gone through the process. The following information was compiled to help ease some of that stress.

#### **CALLS TO MAKE:**

- Telephone, Cable and Internet Providers
- Change of Address online or at Base Post Office
- Car Insurance Company
- Tag Registration
- Driver's License Change
- Banking

#### **CONFIRM MOVE IN/MOVE OUT DATES:**

- Contact the Property Management office for move-in lease signing & inspection or for move-out inspection.
- Contact the Transportation Office (TMO or Household Goods) to set up a date and time for moving into or out of a home.

#### **KEYS:**

- Contact the Property Management office if you have not received your home key(s).
- Return all keys to the Property Management office prior to departing the base.

#### **MOVE-IN INFORMATION:**

Keys for your home will be provided to you by a Harbor Bay at MacDill Resident Specialist during your move-in. A Move-In Inspection Report will be completed at the time of move-in, prior to Resident moving into the Premises or, no later than 3 business days after moving into the Premises, by the Resident, a Community Management Office Representative, and at the election of the Resident, a Military Housing Office ("MHO") Representative, with any repairs needed noted by the Resident.

### **D. VACATION CHECKLIST**

- Trash and perishables removed from home and placed in outside trash can?
- Windows closed and secured?
- Stove turned off?
- Check refrigerator settings. If equipped with an icemaker, place it in the off position.
- Call the Post Office to hold mail or ask a neighbor to pick-up?
- Ensured pets are taken care of and the designee has keys?

#### **If you will be gone for an extended period of time, have you...**

- Completed a Vacant Unit Notice to advise the Property Management office you will be away?
- Provided the Property Management office with emergency contact information for a local

friend or neighbor?

Turn the thermostat down to approximately 60°F in the winter (but do NOT turn heat off). During summer vacations, turn the thermostat up to approximately 80°F (it is recommended to NOT turn off the air conditioner).

## **E. NATURE AREAS**

Florida wildlife is present in Harbor Bay. Remember that Florida wildlife, to include alligators and snakes, may be present in and around the pond and canal areas. **KEEP CHILDREN AND PETS** away from the edges of lakes, ponds, rivers, canals, and all freshwater. It is never safe to play near freshwater in Florida.

For nuisance alligators, please contact maintenance at 813-840-2000.

## **SECTION 1: OPERATIONS**

### **1. A. APPLIANCES**

#### **GENERAL**

A Resident Specialist or Maintenance Technician will acquaint you with the operation of the heating and air conditioning systems as well as all appliances (range, refrigerator, etc.) during the move-in inspection. They will ensure that you understand the operation of any appliance or piece of equipment with which you are not familiar. Additional manuals are available on manufacturer's websites.

In case your appliance doesn't operate, first check the electric cord to make sure it is firmly plugged into the wall. If the plug is in place, check the circuit breaker to see if it was tripped. If these appear to be in order, refer the problem to the Maintenance office. Appliances are not permitted to be stored or used in carports or other outdoor space.

#### **RANGE AND OVEN**

Clean the top burner pans with a glass or tile cleaner each day they are used. This will eliminate grease build-up. When they become spotted with burned-on grease or food, use a scouring pad to remove all burned-on residues. If you have a solid cooktop surface, please clean with soapy water and a plastic scouring pad. Stubborn cooked-on spills can be cleaned with a mild abrasive cleanser and a cloth, or make a paste from baking soda and water for a mild homemade alternative.

If you have a self-cleaning oven, you should clean it each day using a glass or non-abrasive tile cleaner to remove burned-on food. When it becomes necessary to fully clean the self-cleaning oven, follow the manufacturer's directions. **Never use oven cleaners in a self-cleaning oven.** If you do not have a self-cleaning oven, use a good oven cleaner, according to directions. Never use any sharp instrument to clean the oven. Hood vent filters should be removed and cleaned



monthly in hot soapy water. Clean the range hood itself with a glass or tile cleaner (non-abrasive) to keep the outside and inside free of grease or soil of any kind. Any malfunctions should be reported to the Harbor Bay Maintenance Office immediately.

### **REFRIGERATOR**

Frequent cleaning of your freezer is important to maintain sanitary food storage conditions. It is recommended that you remove all food, food bins, and ice bin, and wipe down the interior of your refrigerator and shelves with a disinfectant cleaner monthly. Also, wash the food bins and ice bin.

The outside of the refrigerator should be cleaned about once a week by using a glass or non-abrasive cleaner. This will help to reduce your energy costs. The inside can be kept fresh smelling by using baking soda and water to wipe down the inside on a regular basis.

### **GARBAGE DISPOSAL**

A disposal is trouble-free if used properly. It should not be loaded too heavily or run longer than two (2) minutes at a time as the safety overload on the motor may kick out due to overheating. To reset the safety overload, turn disposal on/off, switch to off, remove contents, wait three or four minutes for the motor to cool, then push the red “Re-Set” button on the underside of the motor (in the cabinet under the sink). If the motor will not start, call the Harbor Bay Maintenance Office for service. Any time the disposal is being used, the COLD water must be running. Even after the disposal is empty, it is wise to let the water run briefly to clear the line. With the above care, your disposal will give good service.

**NEVER PUT YOUR HAND IN THE DISPOSAL. SERIOUS PERSONAL INJURY MAY RESULT.**

How to operate your food waste disposal:

- Turn COLD water on to full flow
- Push food refuse to the splashguard into the disposal. Do not stuff.
- Flip starting switch to ON. Allow disposal to operate until shredding sound ceases; however, do not allow the disposal to operate longer than two (2) minutes without being turned off to allow the motor to cool.
- Flip switch to OFF. Run cold water briefly, and then turn off.

Water is necessary to wash the food waste down the drain. Cold water, besides being economical, is necessary because it helps prevent overheating of the disposal motor and it congeals greasy substances so that they are not so apt to accumulate and clog drain pipes. A MIXED LOAD of hard and soft textured waste is the secret to optimum service from the disposal. When the disposal grinding sound diminishes and becomes a humming sound, the grinding operation is over, and food waste is flushed away.

**IMPORTANT!** DO NOT DISCARD THE FOLLOWING ARTICLES IN YOUR DISPOSAL: metal, glass, plastic, tea bags, dish rags, celery, corn husks, grease, paper, cigarettes, bones, pumpkin, banana peels, oyster or clam shells, etc. If a spoon, bottle cap, or other foreign item should be lodged in your disposal, make an attempt to retrieve it, but never

when the disposal is on. You will be charged if damage is caused by these objects or products not suitable for disposal. The disposal is self-cleaning. Do not use caustic drain cleaners at any time. A lemon or orange rind or baking soda will keep it odor free. It is recommended that the cover be kept on the drain when not in use to prevent foreign material from accidentally dropping into the waste disposal unit.

### **HOT WATER HEATER**

This appliance does not need attention on your part. The water temperature has been set to conserve energy. Do not attempt to adjust or tamper with the heater in any way. Please call the Harbor Bay Maintenance Office for service if you do not have sufficient hot water or if you detect 1) an unusual odor from the hot water, 2) discolored water, 3) pastel granules or flecks being discharged from hot water faucets, or 4) if there is a leak.

### **SMOKE DETECTOR**

Any smoke will set off the detector, not only from a fire, but sometimes from cooking. If the smoke alarm goes off due to cooking, turn on kitchen and bathroom exhaust fans and open windows to generate a cross draft within the home and attempt to clear the room of smoke to stop the detector from going off. **Never disconnect the smoke detector.** If a smoke detector will not stop sounding, call the Fire Department and then the Harbor Bay Maintenance Office immediately. Residents are required to test their smoke detectors when they move into the unit and every thirty (30) days thereafter (see attached checklist). See Lease for further information on smoke detectors.

### **SMOKE FREE POLICY**

The premises to be occupied by the Resident and members of the Resident's household shall be designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, including any associated balconies, decks or patios, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Resident permit any guests of visitors under the control of Tenant to do so.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

Resident understands they will be responsible for any charges that may occur for the maintenance, cleaning and/or replacement of any necessary items in order to return the house to satisfactory rentable condition. Please refer to the "No Smoking" addendum for additional information.

### **CARBON MONOXIDE DETECTOR**

Your home is equipped with a carbon monoxide (CO) detector. **Never unplug or disconnect the carbon monoxide detector.** CO is a colorless, odorless gas. When a CO detector emits an audible alarm, notify the Fire Department IMMEDIATELY by calling **813-828-3630** and then contact the Harbor Bay Maintenance Office. The Fire Department and a Maintenance Team member will respond and test the residence to determine if CO is present.

## **WINDOW OPENING LIMITING DEVICES**

Windows on the upper floors of your home with an opening less than 24 inches above the floor are equipped with devices that are intended to prevent the window from fully opening until the device is disengaged. These devices have been installed as a child safety feature to help prevent falls from windows. The devices can be disengaged to allow the window to be used as a means of escape in the event of a fire emergency.

Residents should check these window devices frequently to make sure that they are secure and working properly. Immediately report any problems with the devices to the Harbor Bay Maintenance office. **Do not remove or tamper with these devices, and do not leave small children unattended if the devices have been disengaged. Window screens are not designed to prevent children from falling.** Additional information on ways to childproof your home is available on the U.S. Consumer Product Safety Commission website or by clicking here - <https://www.cpsc.gov/safety-education/safety-guides/kids-and-babies/childproofing-your-home-12-safety-devices-protect>.

### **1. B. ENFORCEMENT PROCEDURES**

The Tenant Lease Agreement and associated Handbook were established to foster a pleasant and safe community for all families.

It is important for Residents to be aware of their contribution to this success by fully understanding how they can ensure their collective enjoyment of the community and their homes, while avoiding disturbing or undesirable behaviors that adversely impact their or other Residents' enjoyment of the homes and community. The Harbor Bay Leasing office is charged with the responsibility to enforce occupancy rules and Handbook for the welfare of all Residents.

Therefore, those who violate or fail to comply with the terms of their Tenant Lease Agreement and the Handbook are subject to various remedies that can include eviction from their home. The Harbor Bay Leasing office will also advise the Air Force of such instances and resulting action.

### **1. C. GUEST POLICY / PARTIES**

Guests are welcome, but they too need to abide by the rules contained in the Handbook.

Tenant may not allow any person not listed in this Lease to reside in the Premises in excess of thirty (30) calendar days during any one-year period, without Owner's prior written approval. A Bona Fide Guest Request Form must be completed and submitted to the Harbor Bay Leasing office. The Community Director will review the request and based, upon all available facts, will render a decision on the request. Residents are not permitted to sublease their premises in whole or in part, or to take in boarders or guests making payment to Residents. The Tenant Lease Agreement establishes that the Resident is responsible for the actions of all guests including any damage or violations of the Tenant Lease Agreement they cause.

Residents are required to physically meet their guest(s) at the visitor reception center and escort them on base. Once on base, the sponsor is required to be with them at all times.

### **1. D. LIVE- IN HOUSEKEEPERS, AIDES OR NANNIES**

Requests for live-in domestic help, such as housekeepers, aides, nannies, and other non-family members to reside in the home must be submitted in writing to the Community Director and receive approval from both the Harbor Bay Leasing office and the Air Force. The family must meet the following criteria:

- Resident has a dependent child, infant through high school, living in the residence
- Name, age, relationship to family, and length of stay are detailed in the request.
- Live-in help will reside in family housing, unaccompanied
- A private bedroom is available

A non-dependent authorized by the Community Director to reside in housing does not entitle the military member to an additional bedroom.

### **1. E. HOUSEKEEPING**

Residents are responsible for keeping their homes in a reasonably safe, sanitary, and serviceable condition. Homes and yards that have been well cared for enhance the lives of all Residents and foster community pride. Therefore, Residents must exercise care to:

- Avoid improper disposal of refuse;
- Regularly clean buildup on kitchen exhaust units;
- Follow common-sense fire safety practices such as avoiding accumulation of trash, safe storage of household volatiles, and proper storage of fuels;
- Regularly clean and sanitize the premises, with particular attention to food preparation and storage areas to minimize pest infestation. Be especially conscientious in properly cleaning and sanitizing floors and carpets soiled by pets;
- Keep stove and stove top free of grease or build up as this is a potential fire hazard;
- Avoid pest infestation resulting from an unsanitary environment.

If, in the normal course of performing requested service calls or while conducting preventive maintenance inspections, the Maintenance Technician notices that inappropriate conditions exist in a residence, the Resident will be notified through the violation process and afforded an opportunity to correct the condition prior to a re-inspection.

### **1. F. IN-HOME CHILD CARE**

Residents desiring to provide childcare services in their private residences can do so provided they comply with the policy and procedures established by the Family Child Care Program.

The Family Child Care Program allows base Residents to care for children in their homes after they have completed training, screening, and have met all of the base's requirements. The only exception to this policy is for those Residents providing intermittent care not exceeding ten (10) hours per week on a regular basis, and persons who provide child care in the child's home. The Harbor Bay Leasing office is not responsible or liable for any misconduct, negligence or other offenses by any childcare provider.

Any modifications or alterations to the home required for certification must be requested in advance and made in compliance with the Tenant Lease Agreement, and if applicable, the Historic Homes requirements. Any modifications or alterations for this purpose will be paid for by the Resident. The Resident must also return the residence to its original condition prior to vacating the home.

### **1. G. RENT COLLECTION – OTHER RECEIPTS**

**Military Residents** - The monthly rental rate for the premises shall be equal to the military Resident's Basic Allowance for Housing with dependents (BAH/WD). Rent is due and payable in arrears on the last day of each calendar month. Payment will be made through an allotment from Residents' pay account as provided in the Lease Agreement. Harbor Bay at MacDill will start and stop allotments for Residents who are Air Force, Navy or Army service members. Residents who are ANG, Marine and Coast Guard service members are required to pay by direct payment. The allotment will be increased/decreased when increases/decreases occur to a Resident's BAH rate (i.e. annual BAH adjustment, promotion, demotion, etc.). The Resident shall notify Harbor Bay at MacDill Leasing Office within thirty (30) calendar days of any changes in his/her family status, military status, or pay grade. Notwithstanding the foregoing, upon an increase in Tenant's BAH, Rent shall increase automatically to the new BAH rate, whether or not Tenant provides notice to Owner of such increase and Tenant waives any notice from Owner of an automatic rent increase.

In the instance of a married military couple living together, the monthly rent will be equal to the BAH/WD of the senior ranking active-duty individual. If a non-active military spouse of a higher rank is activated for a period of six months or more that spouse will be considered the senior ranking active individual and the rent will be increased accordingly for the duration of the activation period.

A Resident's BAH is generally not attributable to the base until the military person has officially registered with the base.

In the instance of deferred travel, the family must join the military member within thirty (30) days of initial move-in date.

**Civilian Residents** – Rent is due and payable in advance on the first day of each calendar month. Payments of monthly rent will be made through an allotment/deduction from Residents pay account as provided in the Lease Agreement.

For all other fees or charges, all Residents are afforded the opportunity to pay with a personal check, certified check, money order, debit card, automated clearing house, or through other payment methods (e.g. online/website, smart device application), which alternate means may be changed from time to time with 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.

## **1. H. RESIDENT RESPONSIBILITIES**

**Pride in Ownership:** Residents are responsible for the upkeep of the outside of their homes under privatized housing. Our community's expectations are that together, we will maintain our housing areas to the highest standards possible to ensure service members and their families have a desirable community to call home. The goal of our 'Pride in Ownership' initiative is to enhance a strong partnership between residents, Harbor Bay, and MacDill. The Harbor Bay Leasing office and Military Housing Office will conduct weekly inspections, and written notices will be issued to residents who fail to comply with the following resident responsibilities:

- **Grounds Care:** Generally, mowing will occur once a week and trees/shrubbery will be trimmed as needed. Residents are expected to remove any trash, litter or debris from the yards.
- **Flower Gardens:** Residents are permitted to plant flowers and are expected to keep flower beds neat and clean of weeds and grass. Submit a request for alterations to the Harbor Bay Leasing office before removing any plants.
- **Refuse Areas and Containers:** Residents are responsible for keeping these areas and containers clean and sanitary.
- **Bicycles, etc.:** Residents are to store items such as bicycles, toys, carts etc., in garages, carports, or other areas not visible from the front of the property to avoid hazards and an unsightly appearance.
- **Fire Safety:** Fire safety should be practiced in and around the neighborhood and the home.
- **Exterior Home Maintenance:** Residents are responsible for ensuring their home's exterior is maintained even during extended absences (i.e. unaccompanied tours, deployments, deferred travel, and personal travel).
- **Packages:** Harbor Bay Leasing office will not accept packages on behalf of Residents.
- **Game / Livestock:** The hanging and/or butchering of game animals or livestock, is not permitted in any part of the housing area due to the inherent health problems associated with blood borne pathogens.
- **Water Pipes:** To prevent the freezing and bursting of water pipes, when temperatures can drop below freezing, it is the Resident's responsibility to remove all exterior hoses from spigots and ensure the valve is completely shut off.

## **1. I. DISPUTE RESOLUTION / GRIEVANCE PROCESS**

As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

- (1) Submit a complaint in writing to the Community Director: To initiate the preliminary dispute resolution process, you must:
  - (i) Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate

supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.

- (ii) Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - (iii) Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.
- (2) Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:
- (i) Make a written request to your Community Director that your complaint be elevated to the Regional Representative.
  - (ii) Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.
  - (iii) Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

**If this two-step preliminary dispute resolution process does not adequately resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the MHO, and if you are still not satisfied, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease. The Dispute Resolution Process is only applicable to eligible active-duty service member tenants who have signed a Universal Lease or its applicable addendum. Any service member tenant who has not yet executed a Universal Lease form for their residence but wants to engage in the formal dispute resolution will be required to agree to the terms and conditions of the Dispute Resolution Process.**

#### **Universal Lease Dispute Resolution Process (Excerpt)**

##### **“Section – 9. Disputes”**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it through informal dispute resolution processes set forth by the MHO or by bringing the request or concern to the attention of the Owner, as such informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs,

rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant’s designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution process under Schedule 3 is pending.

### **Schedule 3 – DISPUTE RESOLUTION PROCESS**

#### **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).
2. **Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement regarding informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
3. **Dispute Processing.**
  - a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the A HO, and submit it to the A HO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process, pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
  - b) Within two (2) business days after receiving a Request Form for Dispute



Resolution Process, the AHO shall review the request and take the following action:

- (i) If the AHO determines the request is ineligible or incomplete, the AHO shall provide written notice to the Tenant, as further described below.
- (ii) If the AHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the AHO in its reasonable discretion, the AHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
- (iii) If the AHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the AHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of AHO's receipt of an administratively complete Request for Form Dispute Resolution Process.

c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the AHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.
5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding

Authority in rendering a decision.

6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the AHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.
7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:
- a) The head of the MHO;
  - b) Representatives of the Owner for the subject Premises;
  - c) The Tenant of the subject Premises;
  - d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
  - e) An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by

the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after AHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the AHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the AHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:
  - (a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due Tenant; or
  - (e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding

Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require

the use of legal services, military legal assistance attorneys may provide legal services in

furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the A HO may provide the Tenant advice and assistance on the Dispute Resolution Process.

11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law following completion of this Dispute Resolution Process. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.

12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree, and agree to cause their representatives, to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have been remedied or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

A dispute resolution form is available at the MHO, who is available to assist residents in completing the form.

## **1. J. RIGHT OF ENTRY**

Except in cases of emergency, Owner will provide Tenant with not less than 24 hours prior written notice (which notice may be by email or text) of Owner's intent to enter, and entry will be during the normal business hours set forth in the Community Guidelines & Policies, or at any other time as agreed upon by Tenant.

See Paragraph 6 “Entry onto Premises” of the Lease Agreement for more details.

### **1. K. TEMPORARY ABSENCE FROM HOMES**

Residents planning to be away from their assigned homes for a period exceeding (7) seven days should contact the Property Management office and complete a Vacant Unit Notice. Residents should provide contact information for a local friend, neighbor or family member should an emergency arise to allow for adequate care of the residence during their absence.

Should an emergency arise during periods of absence of the Resident, Property Management staff may enter the home to ensure the integrity and safety of the housing systems and surrounding residences. Written notice of such entry will be left in a conspicuous location.

### **1. L. TRASH & RECYCLING**

#### **TRASH**

Please refer to the trash and recycling guide.

#### **RECYCLING**

Please refer to the trash and recycling guide.

#### **YARD / WOOD WASTE AND BULK PICKUP**

Yard areas are maintained by management. Please refer to the trash and recycling guide for bulk information.

#### **HOUSEHOLD HAZARDOUS WASTE**

Residents are responsible for the disposal of Hazardous Household Waste (HHW) generated in the home. To supplement our waste programs, Hillsborough County Solid Waste Department hosts a “Household Chemical Collection” on the first Saturday of each month at 9805 Sheldon Road N. to aid residents in proper disposition of HHW.

The items listed below are accepted at the collections (to include but not limited to):

- Paints and solvents
- Automotive products
- Household cleaners
- Pool chemicals
- Lawn and garden supplies

### **1. M. WEAPONS & FIREARMS**

Weapons, firearms, and ammunition may be kept in residences provided that the weapons are properly licensed in accordance with Florida laws and registered with the Base SF Armory. Certain weapons, such as those capable of automatic fire, may not be kept in residences even though individuals may legally possess the weapons under Florida law. For more information on regulations regarding firearms, please contact the SF Armory at 828-2952. All weapons must be stored and secured under lock and key. A copy of the firearm registration must be submitted

to the Harbor Bay Leasing office to be maintained in their file.

### **RESTRICTION / VIOLATION**

The inappropriate display or use of weapons or the discharge of firearms in family housing areas is considered a major violation of the Tenant Lease Agreement and may result in an eviction action against the Resident.

## **SECTION 2: MAINTENANCE**

Harbor Bay at MacDill's overall approach to service calls is to make all repairs as quickly as possible with the least inconvenience to the Residents, subject to part availability and scheduling with the Resident.

If possible, service requests will be scheduled immediately at the time of the call or walk-in visit from the Resident. Appointments can be scheduled in two blocks of time: either from 8am – 12pm or 12pm – 4pm, Monday through Friday. The Resident may also submit their non-emergency work request via the website: [www.HarborBayatMacDill.com](http://www.HarborBayatMacDill.com). For maintenance and repair work, Residents may call our Maintenance office twenty-four (24) hours a day, seven (7) days a week and also submit routine work orders directly through the resident Portal - Active Building.

Any requests pertaining to immediate life, health, or safety issues shall be submitted by Tenant by telephone call.

Service orders are classified as emergency, urgent, or routine and associated service response time standards are as follows:

### **2. A. EMERGENCY**

**Definition:** Failures in service that result in imminent danger to Residents or risk serious danger to Residents or risk serious damage to property (e.g. electrical power outage, loss of heating in winter, loss of A/C in summer). Note: In the case of gas leaks, carbon monoxide alarms, or any other serious condition that would cause fire, electric shock, or unhealthy air, Residents are instructed to immediately evacuate the unit and call the Fire Department. Examples of emergency service requests include:

- Lockout
- Heat failure with outside temperature below 55°F
- A/C failure with outside temperature above 80°F
- Toilet or sewage backflow
- Water leak
- Loss of utility service
- Any request by emergency personnel needing an onsite representative

**Response Time:** Maintenance staff will respond within one (1) hour.

**Resolution Time:** Maintenance staff will work continuously to either completely resolve the problem or to contain/reduce the level to routine, after which the issue will normally be resolved in twelve (12) – twenty four (24) hours. Emergency work orders should never be entered into the Active Building resident portal.

## **2. B. URGENT**

**Definition:** Failures in services that do not immediately endanger Residents or property, but would soon inconvenience and/or affect the health or well-being of Residents. Examples of urgent service requests include broken appliances, clogged toilets, and clogged shower drains.

**Response Time:** Maintenance staff will respond within twenty four (24) hours.

**Resolution Time:** Maintenance staff will work continuously to either completely resolve the problem or to contain/reduce the level to routine, after which the issue will normally be resolved within one (1) to five (5) days. Urgent work orders should never be entered into the Active Building resident portal.

## **2. C. ROUTINE**

**Definition:** services that do not qualify as an emergency or urgent. Examples of routine service calls include broken floor tile/ tear in vinyl floor covering, loose baseboard, drippy faucet, etc.

**Response Time:** Maintenance staff will contact the Resident within twenty four (24) to seventy two (72) hours to set an appointment at the Resident's convenience.

**Resolution Time:** The goal will be to resolve the request within twenty four (24) hours of a verified appointment with the Resident. Depending on requirements for material or parts or the need to employ an outside contractor, completion time may be extended, but will not exceed fifteen (15) working days.

### **ENTRY WITHOUT A RESIDENT PRESENT**

Entry without a Resident present will follow the two-person rule; that is, two people will enter the unit to resolve the service order, unless an emergency scenario prohibits such. A note will be left to let the Resident know that a service order was performed.

### **ENTRY WITHOUT AN ADULT RESIDENT PRESENT**

Except in the event of an emergency, maintenance technicians will not enter the Premises with children less than 18 years of age present, unless an adult 18 years of age or older is also present

### **ENTRY WITH A PET PRESENT**

Residents will be notified in advance of the scheduled preventative maintenance visit, or by appointment for a service order, and will be asked to secure pets (put in a room with a closed

door, outside, etc.). Maintenance technicians will not enter the Premises unless all animals are restrained or locked away from the area that requires maintenance. If technicians arrive and the pet is not secured, the visit will be rescheduled.

## **Section 3: Pet Rules and Regulations**

Pet ownership is a privilege that may be extended to residents by the Owner. Residents must obtain written approval before having any pet occupy the home. An Animal Addendum must be completed by the resident, either at move-in or immediately after acquiring a pet. In accordance with the Air Force Guidance Memorandum - Pets in Military, Government-Managed and Privatized Family Housing AFI32-6000 para 2.1. Residents may not board exotic animals such as, but not limited to, reptiles, rodents (other than hamsters and guinea pigs), ferrets, hedgehogs, skunks, rats, raccoons, squirrels, potbellied pigs, monkeys, arachnids, or any farm animal.

- Pets must be secured with leashes while outdoors, except in fenced dog parks. Pets must not be left tied or unattended in exterior areas, porches, or yards or allowed to run loose outside.
- Pet owners must maintain current immunizations on all pets. Dogs and cats are required to wear a collar or harness with a MacDill AFB vet clinic registration tag.
- Pet areas must be cleaned regularly to control and prevent vermin infestation. Pet feces must be picked up daily or immediately.
- Operating a commercial kennel is prohibited.

### **3. A. PET APPLICATION**

All Residents who own pets (defined as a domesticated animal such as a dog, cat, bird, guinea pigs, or hamsters) must submit a pet registration as condition having the pet in Harbor Bay at MacDill. The Community Director has the right to refuse to allow any pet it determines to be “vicious” (i.e. any animal which by virtue of its breeding, training, characteristics, behavior or other factors the owner or custodian thereof knows, or has reason to know, has a propensity, tendency or disposition to attack unprovoked, to cause injury). Pit-bulls and pit-bull mixes (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman pinscher, Chow and wolf hybrids, or any mixes thereof, are prohibited. Property Management has the right to terminate the Pet Addendum, which is an attachment to the Tenant Lease Agreement if the covered pet does not meet the requirements of these Pet Rules and Regulations. Raising animals for commercial purposes will not be allowed without written authorization from the Installation Commander, a copy of which must be provided to Property Management. Operating a commercial kennel is prohibited.

### **3. B. REGISTRATION OF PETS**

Any Resident who owns a pet must complete a Housing Pet Registration Information Form contained with the Pet Addendum and must register their pets within five (5) days with the base Veterinary Clinic. The Veterinarian Clinic will provide registration tags to all the animals registered on base. Residents are required to attach the tag(s) to the pet’s collar, which should be worn at all times when the animal is outside the Resident’s home.



A stipulation in the pet registration document is the provision to provide the name and contact information of an individual(s) that is allowed to take over the care of a Resident's pet(s) in the event of an emergency, such as an extended delay in returning home, sudden illness, or other event that results in the Resident failing to return to their pet in a timely manner.

### **3. C. PERTINENT DEFINITIONS**

Pets are defined as a domesticated animal such as a dog, cat, bird, guinea pigs, hamsters or fish ordinarily kept in the house for pleasure or companionship, rather than commercial purposes. Wild animals, domesticated game animals, and exotics, such as reptiles, are not considered pets. In the event a pet that is currently registered is sold, given away, or dies, the resident must update their Pet Addendum with the Harbor Bay at MacDill Leasing Office.

In the event a pet that is currently registered is sold or given away, the original owner will be considered the legal owner until the registration information is changed. If the pet remains on base, the new owner must register the pet in accordance with this policy. If the pet is purchased by or sold to a family off base, the address of the new owner will be required by the Property Management office to verify transfer of ownership. Once it is verified that the pet is no longer residing in the family home, the refundable pet deposit, if applicable, will be refunded within thirty (30) days.

Note: Service Animals and Assistance Animals that are subject to the Americans with Disabilities Act and the Fair Housing Act may be exempt from the definition of “pet” as that term is used herein. Upon receipt of an appropriate request, a reasonable accommodation shall be made with regard to service animals and assistance animals.

### **3. D. PET FEE AND DEPOSIT**

A refundable Pet Deposit of \$250.00 per pet will be charged to residents and will be refundable upon Resident vacating the residence or if the pet is no longer residing in the residence, provided that there are no damages to the Owner's property. See Attached Appendix C, Schedule of Charges for the fee.

Two (2) pets per home are permitted. A refundable Pet Deposit is required for each pet.

### **3. E. REMOVAL OF THE PET BY PROPERTY MANAGEMENT**

A pet may be removed from the residence by the base's SFO because of Resident complaints or if the pet(s) has displayed aggressive, menacing or vicious behavior. This is also true if the pets are a nuisance, abused or neglected. Complaints may be registered with either the Property Management office or the SFO. If a complaint is made to Harbor Bay, the Community Director will review and determine the necessary action to remedy the situation. Harbor Bay may require that the Resident remove the animal if the complaint is founded and cannot be resolved to the satisfaction of the Community Director.

When the SFO receives a report of these circumstances, the circumstances will be addressed by the Vet Office accompanied by Security Forces. Communication with the SFO will also be made by the Community Director to ensure that all parties work together toward an amicable resolution of the issue. In the case where the Resident refuses to correct the situation or to remove the offending pet(s) from the residence they will be required to vacate their unit.

### **3. F. PETS OUTSIDE THE RESIDENCE**

Dogs and cats must be on a leash when in public or outside the individual Resident's home. Cats are not permitted to roam – they must be kept confined while outdoors or kept indoors. Residents are responsible for disposing of pet waste both inside and outside their yards. Residents may be fined \$25.00 for not cleaning up properly after pets.

If pets are tethered outside, they must be on a suitable rope or chain capable of restraining the animal's motion, not to exceed fifteen (15) feet in length. It is not permitted to chain or tether animals to or in front of the home. If animals are tethered or chained, they will be limited to a boundary not less than four (4) feet from sidewalks or streets. While tethered, residents must be physically present and able to restrain the animal should an incident erupt. If the home has a screened patio, animals may not reside on the patio when the resident is not at home or become a noise nuisance.

All dogs and cats must wear pet collars, displaying their ID tags and current immunization tags. Compliance with all sanitary regulations and the necessary maintenance of the area where the animal is kept is mandatory and the direct responsibility of the pet owner. Residents owning or keeping animals at AMC East Communities are responsible for any damage to Government or private property caused by their pet.

**Residents will be charged a fee for not cleaning up properly after pets.** See Attached Appendix C, Schedule of Charges for the fee.

### **3. G. LEAVING PETS UNATTENDED**

Pets are not to be left unattended within the residence for more than twelve (12) hours at a time. Pets may never be left unattended outside of the home at all – including porches. It is the responsibility of the pet owner to establish proper care and provide alternatives for the possibility that the pet owner may be away from the home.

In any circumstance where the SFO has been called to handle a complaint or when an animal is found as a stray, nuisance, menace or neglected the owner will be given thirty (30) days to correct the situation and will then be reviewed by the Base Veterinarian and Harbor Bay. Written complaints received by the Harbor Bay office will result in investigation and, when substantiated, a Notice of Violation will be issued to the Resident. Repeated lease violations may be cause for termination of the Tenant Lease Agreement.

### **3. H. WHEN PETS DIE**

If a pet dies while living on base, the Resident may contact the base veterinarian regarding disposal of the remains. There is a Harbor Bay prohibition against burying animal remains on base grounds.

### **3. I. EMERGENCY**

An emergency exists if a pet becomes vicious or demonstrates peculiar behavior that is documented as unsafe or dangerous to people or property. A pet owner is to designate an emergency contact within forty-five (45) days of move-in to take responsibility for the pet in the event of an emergency and the

pet owner is unavailable.

### **3. J. THREAT**

A pet is considered a threat to the safety of others if:

- The pet does not conform to local law requirements governing licensing, behavior, or inoculations.
- The pet does not conform to pet requirements in effect by the Installation Commander.
- Harbor Bay has received written reports of complaints that the pet has behaved in a menacing manner towards humans or other animals or is destructive to property.

### **3. K. BASIC REQUIREMENTS**

- Pets must be **125 lbs.** or less when fully grown.
- Residents will be required to pay a **\$250** refundable pet deposit per pet
- All pets must be inoculated according to base regulation and local law.
- All pets must be licensed according to base regulation and local law.
- Two (2) pets per home are permitted. Fish, guinea pigs and hamsters will be an exception to this policy unless they are deemed a hazard or nuisance. *Please see the Schedule of Charges below*
- Noisy pets that whine or bark to a level that disturbs neighbors may be deemed a nuisance.
- Residents are responsible for the actions of their pets and must take corrective action so as not to infringe on the peace and quiet of the neighborhood.
- The Resident will maintain proper sanitary conditions in their home. It is the pet owner's responsibility to control odors and to remove pet waste daily.
- All pets must be free of fleas or other pests. Certification of extermination for fleas will be required if an infestation service order has been received, or fleas are suspected due to complaints of infestation by immediate neighbors. The written complaints will be reviewed by the Community Director who will monitor the situation and communication with all parties involved. If the extermination is deemed necessary by the service contractor, the cost will be charged to the Resident account unless they provide their own receipt for professional extermination.
- Solid waste from litter boxes must be removed daily and disposed of by placing in a strong plastic bag which should then be placed in a trash container with a lid that secures, to reduce odor. Litter boxes must be changed twice per week to reduce odor and possibility of the pet using an alternative area for waste that is *not* a litter box.
- Dogs must be taken out as needed and their waste disposed of properly as to not create unsanitary conditions in or out of Residents' yards. Waste must be removed and disposed of in trash receptacles at the home, or if walking or running with their pet in the housing areas, in trash receptacles located throughout those areas. **Residents will be charged a fee for not cleaning up properly after pets.** See Attached Appendix C, Schedule of Charges for the fee.
- The Harbor Bay office reserves the right to schedule an inspection of any home suspected of failing to meet cleanliness standards due to the existence of pets in the home.
- Pet owners agree to abide by these Pet Rules and Regulations.

### **3. L. RESTRICTED AREAS**

All Residential areas in the community other than the immediate area of the pet's home are restricted areas. All pets must be kept away from playgrounds located in housing areas. Harbor Bay provides walking, biking, and jogging trails that will allow the Resident to exercise with their pets. Pet waste must be removed by the pet owner and placed in a waste receptacle.

### **3. M. DUE PROCESS**

In case of emergency, as defined in these Rules and Regulations, Harbor Bay will contact the proper authorities to have the pet removed. Harbor Bay will not be liable for any steps taken by the proper authorities. The pet owner will be responsible for any fines, fees, or related expenses as a result of the actions of their pet.

If the Community Director determines that the pet has become a nuisance, he/she will notify the pet owner, in writing, via first class mail along with a hand delivered copy. If the Resident is not available, a notice will be slipped under or attached to their door. The notice gives the Resident ten (10) days to arrange a meeting with the Community Director to resolve the problem. If it is determined that the pet must be removed, a notice will be given to the Resident via first class mail along with a hand delivered copy. If the Resident is not available, the notice will be slipped under or attached to their door. This notice will give the Resident ten (10) days from the date of notice to remove the pet. If at the end of the ten (10) days the pet owner has not removed the pet, Harbor Bay will issue a thirty (30) day eviction notice based upon material non-compliance with the Rules and Regulations and substantial lease violation.

The pet owner is responsible for all charges arising from action taken as a result of their pet including but not limited to attorney's fees, court fees or other related expenses. If demand for payment of said charges is ignored or refused by the pet owner, Harbor Bay will deliver a ten (10) day notice of past due charges. If at the end of ten days the past due charges are not paid, a thirty (30) day eviction notice will be delivered via first class mail, as well as by hand, based on material non-compliance and substantial lease violation.

If the pet owner repeatedly fails to provide proper care for their pets, as determined by Harbor Bay or a Veterinarian Office, the designee as provided by the pet owner on application will be contacted by mail to remove the pet. If the designee cannot be contacted or does not respond, Harbor Bay will place the pet with a Veterinary Facility for a period not to exceed thirty (30) days. During that thirty (30) day period, contact and resolution will be attempted again with the designee and pet owner. Harbor Bay will not be responsible for the well-being of the animal or the cost incurred during the thirty (30) day period while the animal is placed in this facility. At the end of the thirty (30) day period, the pet will be turned over to the proper authorities who will determine its disposition. Harbor Bay will not have responsibility for further notification of the pet owner or for the pet after this thirty (30) day period.

### **3. N. LIABILITY INSURANCE**

Resident acknowledges and understands that property, liability, and/or any other insurance maintained by Owner is for Owner's benefit only and does/shall not in any way protect against loss or damage to

Resident's personal property or belongings, or cover Resident's liability for loss or damage caused by the actions of Resident or any occupant, including pets, guest, and/or invitee of the Resident. Resident also acknowledges that if Resident has/does not acquire Resident's own insurance policy that resident will be uninsured against loss or damage to Resident's personal property or belongings, and for Residents liability to others, including, without limitation, Owner, for loss or damage to person(s) or property caused by the actions of Resident and/or any occupant, pets, guest and/or invitee of the Resident.

### **3. O. CARPET CLEANING:**

Harbor Bay will determine if cleaning or replacement of the carpet is necessary due to the presence of or damage by pets in the home. Residents must supply Property Management with receipt for proof of the professional cleaning upon request.

### **3. P. DAMAGES:**

Residents are responsible for the conduct of their pet at all times while in the home or on the Owner's property. Residents are strictly liable for the entire amount of any injury that the pet causes to a person or any property.

## **SECTION 4: FIRE REGULATIONS/SEVERE WEATHER**

### **4. A. FIRE PREVENTION AND REGULATIONS**

The head of the household is responsible for enforcing the following fire prevention measures:

- Never leave young children unattended! Familiarize your babysitter with your family's Escape Plan. The babysitter's first duty is to get the children out!
- Garages, and storage areas are not to be used as sleeping quarters.
- Keep matches, lighters, candles, flammable liquids, and similar materials out of the reach of children. Do not allow children to play in heater rooms, attics, under buildings, in or near vacant buildings, or on construction sites.
- **SMOKING ANYWHERE INSIDE BUILDINGS OF THE HOME IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Agreement. The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all tenants, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, community center, exercise facility, all interior areas of the community, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on the surrounding community grounds.

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- Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other tenants inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Agreement.
- **SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.** If available, smoking is permitted only in specially designated areas outside the units of the community. Otherwise, smoking must be at least 25 feet from the units in the community, including administrative office buildings. If available, the smoking-permissible areas are marked by signage. Smoking on balconies, patios, and limited common areas attached to or outside of tenant's dwelling is not permitted.
- Even though smoking may be permitted in certain limited outside areas, the Owner reserves the right to direct tenants and occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of the Owner, other tenants, or guests.
- 
- Open fires are prohibited outdoors except in specifically designed outdoor cooking equipment.
- Barbeque grills, turkey fryers, chimineas and firepites *must* be at least ten (10) feet away from structures when in use. Turkey fryers should only be used on concrete surfaces. Never use grills under porches or overhangs. Grills should not be placed near a building until cooled. Allow ashes from barbeque grills to completely burn out and cool prior to discarding them. The metal self-closing type can is again a good idea to protect your family from fire. Once the coals are cooled, generally overnight, they may be placed in a trash bag and disposed of in your regular trash. Always ensure that LP-gas cylinders valves are turned off at the cylinders.
- Good housekeeping, care, and cleanliness are synonymous with good fire prevention.
- Don't block exits. Accumulations of combustible materials must not be allowed in garages, attics, storage areas, closets, under stairs, or under buildings and porches. Proper periodic cleaning will prevent grease from accumulating around cooking equipment.
- All combustible decorations will be flame retardant and kept to a minimum. Special instructions relative to preventing Christmas trees from becoming dry will be published prior to the holiday season. Instructions will include re-cutting the base of the tree diagonally above the original cut and rigidly supporting the tree in a container filled with water.
- Vehicles will not be parked within fifteen (15) feet of fire hydrants.

#### **PORTABLE EXTENSION CORDS**

- Portable extension cords will not be used in lieu of permanent electrical wiring. Cords will not be spliced, taped or draped over nails or metal objects, run through holes, doors or windows; attached to building surfaces, run under rugs, or fixed in a way that may subject the wiring to physical damage. Extension cords will not be concealed behind building walls, ceilings or floors.
- Only one cord will be used from each outlet plug and no more than one extension cord will be connected together.
- The use of extension cords with multiple outlets plugs from a single outlet is prohibited.

- An extension cord will not be smaller than the appliance cord to which it is connected and will not exceed eight (8) feet in length.
- High amperage equipment, electrical ranges, deep fat fryers and grills will not be operated with extension cords.
- Multiple outlets with built-in circuit breakers and surge plugs are authorized.
- Adapters which allow multiple use of a single receptacle are prohibited.

### **PAINTS AND OTHER FLAMMABLE LIQUIDS**

The use of gasoline and other flammable liquids for cleaning purposes is strictly prohibited!

Pilot lights on kitchen stoves, furnaces, and water heaters can ignite vapors of gasoline, paint thinners, and similar flammable liquids. Kerosene, oil-burning lamps, space heaters and wood burning stoves will not be used or stored with fuel in base housing or buildings on AMC East Communities. Portable gas or liquid fuel space heaters are prohibited in family housing, where people sleep (including tents).

- Paints, varnishes, floor waxes, furniture polishes, and similar materials in tightly sealed metal containers are permitted in amounts not to exceed immediate requirements.
- Storage of these products follows the same rules as for flammable liquids described in the preceding paragraph. Flammable liquids will not be stored in glass or plastic containers or in any other container made of combustible material.
- All rags, waste, mops, or other material permeated with flammable liquids and the like should be cleaned or disposed of outside the house to prevent spontaneous combustion. Disposal of flammable liquids will not be made by pouring on the ground, in sewers or drains.
- DO NOT store materials in the same room as the furnace. Combustible material should not be placed within three (3) feet of any portable heating device, wall, space, or floor heater.

### **STORAGE OF GASOLINE POWERED MOTORS**

- Lawn mowers, edgers, tillers, etc. shall be stored in storage areas if the residence has one. If there is no storage room, they can be stored in the garage. Only one (1) gallon of gas plus what is in the equipment gas tank can be stored. Gas must be in the Underwriter's Laboratory (UL) type container with a spring-closing lid and spout cover or metal container with a tightly fitted lid. Container must be appropriately marked.
- Fueling of equipment and dispensing of any flammable liquids will be done outside of all buildings.
- Lawn mowers, edgers, tillers, etc. shall not be refueled until sufficient time is allowed for the engine to cool.
- Do not store flammable materials in a heater closet or near the hot water heaters.

### **FIRE EVACUATION PLAN**

The head of household should instruct all members of the family about fire prevention. Establish a home fire evacuation plan with primary and alternate routes of escape in the event of a fire, and designate a place to assemble after escaping a fire. Establishing and practicing an escape plan as a family activity can save the lives of loved ones. Notify the Fire Department of handicapped family members.

## **FIRE EXTINGUISHERS**

Each home comes with a Harbor Bay supplied fire extinguisher, which will be serviced on a yearly basis. Residents are required to supply their extinguisher in the manner and when requested by Harbor Bay.

## **FIRE PREVENTION INSPECTIONS**

A fire in the home is often a reflection of someone's carelessness. Every member of the family should be familiar with the hazards that cause fires and assist in eliminating them. Self-inspections, using checklists furnished by the Fire Department, are encouraged.

## **FIRE REPORTING**

Anyone who discovers a fire or smells smoke, leaking fuel oil, or gas will:

- Immediately warn all occupants and help them leave the premises.
- Close all doors when leaving.
- Notify the fire department promptly by calling 9-1-1.
- Give your name, house number and street; do not hang up until told to do so by the fire department.
- Wait at a safe distance to direct the fire department and advise them if all persons are out of the building.

**ALL FIRES MUST BE REPORTED REGARDLESS OF SIZE AND WHETHER OR NOT  
THEY HAVE BEEN EXTINGUISHED.**

## **TESTING OF HOUSEHOLD SMOKE DETECTORS**

REQUIRED TESTS: Not less than once a month for all detectors.

- Test power supply.
- Check physical appearance for damage, abuse, or tampering, which may render the devices inoperative.
- Make sure the unit is securely mounted.
- Check audible alarm for operation; it should be heard in all rooms of the dwelling.
- If the device has one, check the indicator lamp. Some will be on, some not. When testing the device, the lamp unit will come on when operational. Others will have a lamp light indicating power on.
- Depress test button.
- In approximately fifteen (15) to thirty (30) seconds, the alarm will sound.
- Light will glow on the side or bottom of the smoke detector.
- If the detector does not clear itself after a short time, disconnect the circuit breaker temporarily for alternating current units. If that does not reset the unit, call in a work order to correct the problem.
- Do not remove batteries or disconnect the alarm.
- If a question arises about smoke detectors, call the Harbor Bay Maintenance office for assistance.



## **TESTING OF HOUSEHOLD CARBON MONOXIDE DETECTORS**

- Test power supply.
- Check physical appearance for damage, abuse, or tampering, which may render the device inoperative.
- Make sure the unit is securely plugged in.
- Check audible alarm for operation; it should be heard in all rooms of the dwelling.
- Check indicator lamps. While testing, all lamps will illuminate and an audible alarm will sound.
- The detector should clear itself in a few seconds.
- Do not disconnect or disable the detector.
- If a question arises about the detector, call the Harbor Bay Maintenance office.

Fire safety requires an on-going partnership with Residents.

The greatest protections for families are the smoke detectors and carbon monoxide detectors in the homes. Residents are responsible for testing smoke detectors and carbon monoxide detectors on a monthly basis. Residents should not disconnect detectors or remove batteries. Any problem with a detector should be immediately reported to Harbor Bay in order to generate a service order.

Removal / disabling of smoke detectors or carbon monoxide detectors by a Resident family is considered a major violation under the Tenant Lease Agreement.

Residents' housing number (address) should remain clearly visible from the street at all times.

### **4. B. SEVERE WEATHER**

Several hazardous weather phenomena frequently threaten MacDill AFB and the Tampa area. These include flooding, severe thunderstorms, hurricanes, and tornadoes. Please refer to the Readiness Section at 828-4321 for additional information.

Hurricane season runs from June 1 to November 30 each year. September is the highest probability month of the season. There are an average of 10 named storms per season according to the National Hurricane Center.

Beginning with Small Craft Advisories, when a hurricane is within a few hundred miles of the coast, the National Hurricane Center in Coral Gables, FL (Miami) warns small craft operators not to venture into the open ocean and to take precautions. When a threat to a coastal area can occur within the next 36 hours, a Tropical Storm Watch is issued. Occurring within 24 hours, and with winds of 39-73 miles per hour expected, a Tropical Storm Warning is issued. A Hurricane Watch is an announcement for a specific area of winds exceeding hurricane strength expected within 36 hours. Occurring within 24 hours or less, and with winds exceeding 74 miles per hour, a Hurricane Warning is issued.

Please see the supplemental Harbor Bay Hurricane Plan for more information.

For more hurricane information, log on to <http://www.floridadisaster.org> and [www.noaa.gov](http://www.noaa.gov).

Families should follow these general safety rules in the event of severe weather:

- Bring anything inside that might be blown away or turn into weapons with the force of the wind or tie down such as trash and recycle cans.
- Ensure that you have a supply of non-perishable food items (which do not require cooking).
- Prepare a safe room away from windows, such as a large closet.
- Have on hand a supply of drinking water, a flashlight, batteries, a radio and other necessities such as medication, infant formula, and diapers.

## **SECTION 5: ENERGY CONSERVATION**

Utility conservation is a joint effort. The goal is to accomplish energy conservation without impacting the Residents' quality of life, by initiating a focus on public awareness. Residents are responsible for practicing energy conservation.

Remember: The energy saved today will be available for the future. To conserve and reduce energy consumption, Residents should:

- Set air conditioners between 72-76°F at all times
- Close all doors and windows while operating HVAC;
- Do not place furniture and/or carpets in such a way that it blocks HVAC registers and/or returns;
- Immediately report any problems with HVAC;
- When the home will be vacant for an extended period of time (weekends, holidays or vacations) during the heating season, turn thermostats back to the lowest possible setting.
- If the home will be vacant for an extended period of time (weekends, holidays, or vacations) during the air conditioning season, the air conditioning should be set to 80°F.
- Do not use stove/oven for heating the home;
- Be aware of passive solar energy. Open blinds and drapes to allow heat in during the winter. Close blinds and drapes to keep heat out during the summer;
- Understand that both vented gas fireplaces generally waste energy, use them sparingly and be sure to close the flue damper when not in use;
- Turn off all exterior / outside lights during daylight hours;
- Turn off lights and appliances (TVs, Stereos, etc.) in unoccupied rooms, including garages and storage rooms;
- Remove excess food from dishes prior to running the dishwasher;
- Run dishwashers when fully loaded;
- Avoid heated dry cycle on dishwashers when possible;
- Use cold water when operating the garbage disposal;
- Do not keep refrigerator/freezer on the coldest setting;
- Ensure door seals on refrigerator/freezers are airtight;
- Make sure faucets are shut off properly;
- Immediately report all leaking faucets and/or running toilets to Harbor Bay;

- Do full loads of laundry and make sure the water level is set to the proper size load;
- Do not remove or replace devices that have been installed to conserve water such as low flow showerheads and faucets;
- Be aware that showers use less water than baths;
- Reduce water usage to clean sidewalks, patios, and driveways;
- Report sources of air infiltration to Harbor Bay (gaps around doors, windows, etc.).
- Refer to the Hillsborough County website for information regarding lawn watering schedules and water restrictions. [www.hillsboroughcounty.org](http://www.hillsboroughcounty.org).

## **SECTION 6: PARKING RESTRICTION / VEHICLE PROCEDURES**

### **6. A. PARKING**

Family vehicles not considered RVs (6.B below), which are properly licensed and registered, may be parked in the garage, in the driveway, or in authorized parking areas along the road surface beside the curb, in that priority. Parking in common parking lots will be on a first-come, first-served basis.

Vehicles parked in the street pose hazards for children and pets. In addition, vehicles parked in this manner can restrict access for emergency vehicles and daily service vehicles such as postal trucks, refuse trucks, moving vans, and school buses. Therefore, it is imperative vehicles be parked in their intended locations.

Residents and guests must not park in the following locations:

- In a location that interferes with residential mailbox access;
- Within fifteen (15) feet of a fire hydrant or any location with a red or yellow curb;
- On lawns, or grassed areas;
- In front of refuse and/or recycle containers at curbside for pickup;
- In cul-de-sacs (in a manner which restricts access by emergency vehicles);
- Motorcycles/mopeds on patios, sidewalks or grassy areas.

Vehicles that are inoperable are allowed to be parked for a period of no longer than thirty (30) days, with the proper static permit issued by the SFO. Improperly registered vehicles may not be parked in the housing area. Violators will be contacted by Harbor Bay for policy compliance. If the problem is not corrected, or presents a traffic or safety hazard, the vehicle will be towed at owner expense immediately, in accordance with base regulations.

### **6. B. RECREATIONAL VEHICLE PARKING RESTRICTION**

Policy prohibits the parking of motorhomes, recreational vehicles, boats, or trailers of any kind to include boat/jet ski trailers in the Family Housing area. Vehicles may be in housing for 24 hours before or after use, or for the purpose of loading, unloading, or cleaning only.

If the Resident has an emergency that requires longer parking against this policy, they must notify and receive written permission from the Harbor Bay office.

#### **6. C. SPEED LIMIT / OPERATING AREAS**

Residents will comply with all posted speed limits. Privately owned vehicles (POV) are limited to the hard surface roads. Only bicycles and pedestrians may use dirt trails and paths.

Traffic regulations on the base are detailed in current regulations from the SFO. Consult these existing documents for information on punitive measures for traffic regulations enforceable by the SFO (such as, parking where prohibited, on sidewalks, in crosswalks, within fifteen (15) feet of fire hydrants, against the flow of traffic, and in front of public driveways). Punitive violations may result in judicial or non-judicial action.

Residents must not interfere with the parking rights of other Residents. Do not park oversized vehicles and equipment in the housing areas (i.e. 18-wheelers, tractor-trailers, dump trucks, etc.).

#### **6. D. VEHICLE MAINTENANCE**

Vehicle repair and maintenance activities are prohibited in the housing areas. Permissible activities include the replacement of a flat tire and charging of a battery or any other maintenance that can be completed to ensure the vehicle is in running condition within twenty four (24) hours. Vehicles may not remain on jacks or jack stands while parked in Family Housing. No other vehicle service or repairs are allowed at any time. Preventative measures should be taken to keep the carport, garage floor and driveway free of stains; i.e., car oil, grease and rust. Garage floors and driveways must be reasonably free of stains upon move-out.

### **SECTION 7: ALTERATIONS / ADDITIONS**

Residents are not permitted to make any alterations or additions to the residences or grounds without prior written approval from Harbor Bay.

Permanent alterations to the home will not be authorized. Permanent alterations include (but are not limited to):

- Latticework;
- Plastic Sheeting;
- Structural Changes;
- Remodeling;
- Awnings, signs, window tinting or screen doors;
- Alterations to carports, porches, patios, or balconies;
- Changes in landscape planting beds, site drainage, or hardscape features.
- Changes to flooring currently in the home, i.e. carpet to vinyl.

All equipment must be permanently retained in its original location. Unless Harbor Bay gives

advance written consent in each and every instance, Residents may not install machinery, refrigeration, heating devices, air conditioning apparatus, or use any other illumination other than electric lights. Because they are deemed hazardous to life, limb, and property, kerosene heaters are strictly forbidden to be within 15ft of home.

All requests for temporary alterations, as well as the attaching or removing of fixtures or appliances, must be submitted in writing to Harbor Bay using the Alteration Request Form which can be obtained from the Harbor Bay office.

Prior to vacating a home, the following must be completed at the Resident's expense:

- All approved temporary alterations must be removed and the residence returned to its original condition; and
- Any damages to the residence or yard area of residence must be corrected.

Residents will not be allowed to nail, screw, or bolt items onto the exterior of the residence. Additional detail regarding installation of satellite dishes is presented below. See Paragraph 7E of the Lease Agreement for more details.

#### **7. A. FENCING**

**Resident installed fencing is not permitted.**

#### **7. B. ANTENNAS / SATELLITE DISHES**

While external television and radio antennas are not permitted, satellite systems will be allowed. However, only one satellite dish is allowed per residence. Satellite dishes must be four feet in width or less to be approved for installation. In order to ensure installation does not damage homes or detract from the appearance of the homes or the community, pre-approval of the system and installation must be given by the Community Director.

Due to severe weather safety concerns, it has been determined that satellite dishes are not permitted to be buried directly into the ground. Satellite dishes must be portably mounted, such as a tripod or into a weighted decorative container, so that they can be brought indoors and not pose a safety threat. Satellite dishes MAY NOT be attached to the a/c platforms.

Satellite Dishes may not be mounted directly on homes, including the roof, clothesline pole, false chimney, vent pipe, or attached to any part of the gutter. The satellite dish and its supports must be constructed of rust proof materials and placed away from any electrical power lines.

All cables serving a satellite dish antenna must be hand buried between 2" and 6" below ground, up to a point of 1' from where the cable enters the house.

Exterior television antennas are prohibited.

Satellite dishes must be removed prior to move-out and any damage resulting from the

installation must be repaired. Residents are liable for any damage or injury caused by the satellite dishes.

All requests for satellite installation must be made by completing the Request to Make Alterations Form and submitted to the Community Director. Dish may not be installed prior to approval.

### **7. C. ADDITIONAL LOCKS**

Residents requesting that locks be changed should contact the Harbor Bay office. Residents must pay for the lock changing service unless a copy of the SFO blotter is provided indicating the Resident's safety is at risk.

- Chain locks, flip locks, cypher locks, barrel bolts, surface bolts, safety hasp or other type security door guard will not be permitted unless requested and approved in advance in writing by the Community Director;
- Residents needing assistance due to lock out should contact the Property Management office during regular operating hours. After regular hours, the call center will page the appropriate person. Please see the Schedule of Charges.
- Residents will not change locks or lock cylinders;
- Residents will be charged for repair or the replacement of the locks in violation of this policy.

### **7. D. HOME DECORATING AND YARD MAINTENANCE**

Harbor Bay will clean, perform maintenance, and paint the interior of each home with a standard paint scheme prior to a new family moving in. Residents may wish to add customized accents to make their house feel more like home. While HB supports such projects, it requires Residents to secure authorization for alterations from the Community Director prior to work being performed and to ensure that potential health and safety hazards are prevented. Authorization is intended to alleviate concern for restoration charges that could be assessed. Alterations include paint, wallpaper, borders, structural changes and remodeling.

- Only small nails or "J" hooks should be used for hanging items on walls;
- Limit the number of nails or wall hanging devices installed. Do not put nails or screws into wood, door frames, metal, cement, brick or cinder block surfaces;
- Adhesive wall mirrors, corkboards, paneling, etc. are prohibited on the walls;
- Only removable shelf paper should be used in cabinets;
- Tub decals are prohibited;
- Removal of window blinds is prohibited;
- Window coverings should be attractive and required to have a white or beige backing;
- Sheets, blankets, plastic, and other such items are not acceptable window coverings;
- Mops, brooms, rags, or other clutter are unsightly and may not be stored at any location in front of the house;
- The front lawns of all buildings must be kept clear of furniture, bicycles, toys, and other personal belongings;
- Trees and shrubbery are a vital and valuable part of the community, and the Resident will be liable for damages for any mutilation or defacing for which the Resident, his or her

- family and/or guests are responsible;
- Littering is a major cause of property deterioration. To help eliminate this problem, Residents are strongly encouraged to refrain from doing so;
- Window shades, blinds, screens, and curtain rods that are torn, bent, or damaged must be replaced immediately for esthetic appearances;
- Any expense incurred by Harbor Bay as a result of mistreatment of the residence or common areas will be assessed against the Resident. This includes the destruction of the lawn around the residence as a result of traffic on the grass areas, from children digging in the ground, etc.

All requests for alterations of any kind must be made by completing the Alteration Request Form and submitted to the Community Director. No alterations will be allowed for the historical homes due to the historic nature of these homes. Harbor Bay reserves the right to allow/disallow alterations.

#### **7. E. POOLS**

**Pools deeper than 18” are prohibited**, small wading pools that allow no more than eighteen (18) inches of water and no larger than eight (8) feet in diameter are permitted. An adult (18 years or older) must be present to supervise pool use, and pools ***must be drained when not in use***. Pools are not to be utilized in the front of the residence, on patios or decks; they must be placed in the back of the residence or on the side of the residence if there is no backyard.

The use of wading pools is subject to watering restrictions and prohibited during restrictions.

#### **7. F. TRAMPOLINES**

**Trampolines are not permitted.**

#### **7. G. YARD ORNAMENTS**

Residents may place lawn ornaments on the lawn if the decorations are maintained and presented in a pleasing appearance and will not interfere with maintenance of the lawn. If ornaments become worn and show wear, the Community Director will issue a violation and, if not resolved within forty-eight (48) hours, the Community Director will cause the removal of the ornaments. Residents may collect any ornaments so removed from the Harbor Bay office.

#### **7. H. PATIO / LAWN FURNISHINGS AND PLAY EQUIPMENT**

Patio furniture should be located on the front porch, back deck, or porch. Playground equipment is to be located in the carport, backyard or the side yard where no back yard exists. Furnishings and playground equipment must be maintained and presented in a pleasing appearance. The equipment must be properly assembled without defects to ensure the safety of those using it. These items must be approved by Harbor Bay if unable to be quickly removed or secured by the resident for inclement weather.

Written permission to place swings, sandboxes, play houses and the like must be secured from



Harbor Bay prior to placement or installation.

The resident is completely responsible for the supervision, safety, and maintenance of the equipment. Upon move-out, the Resident is responsible for any lawn areas damaged due to installation, removal, or use of equipment.

#### **7. I. PORTABLE SUNSHADES AND TENTS**

The unpredictable climate occasionally produces severe weather. During such conditions, tents and portable sunshades become hazardous projectiles/debris. Consequently, these items may be utilized for no longer than 48 hours continuously and must be taken down in the event of a weather warning.

#### **7. J. STORAGE**

**Storage sheds are not permitted.**

#### **7. K. SECURITY ALARMS**

The installation of new security systems without the written permission of Harbor Bay is strictly prohibited. The Air Force may install and maintain security devices and communication equipment necessary in high-profile units. Harbor Bay will not prohibit the installation of a security alarm if it is a requirement.

#### **7. L. WATERBEDS**

Due to the historic nature or condition of certain homes, the use of waterbeds may be restricted. Use of waterbeds is restricted to first floor bedrooms only. Residents will be held liable for any damage caused by the use of a waterbed.

#### **7. M. HOLIDAY LIGHTING & ORNAMENTS**

A reasonable amount of inside/outside electrical holiday decorations can be displayed thirty (30) days prior to the holiday and removed within two weeks after the holiday. Holiday exterior lighting should only be used during the evening period between 6 p.m. – 11 p.m. Rooftop decorations are prohibited. Decoration materials must be fire resistant. Nails, spikes, building staples, or any other type of fastener that leaves permanent damage are prohibited.

- Residents may use clips or tape to install holiday lighting;
- Residents will carefully inspect and control ornamental lighting to avoid fire;
- Outside light and electrical cords must be designated for outdoor use;
- Residents will check their smoke alarms prior to using holiday decorations.

#### **7. N. FLAGS & BANNERS**

Flags of an offensive nature are prohibited. Harbor Bay, in its sole discretion, will determine if a flag is offensive. Flags must be attached to a flagpole, and the flagpole must be placed into an approved flagpole bracket. Flagpole brackets may not be attached to brick, vinyl, aluminum or



any other metal siding or windows. Flags must be in good condition with no fraying or visible wearing. In general, banners and signs are prohibited; however, Residents may request an exception, which will be reviewed on a case-by-case basis.

#### **7. O. HOT TUBS / WINDOW MOUNTED AIR CONDITIONING**

Hot tubs and window mounted air conditioning units are not permitted.

#### **7. P. CARPET INSTALLATION**

Carpet installation with tack strip, glue, double backed tape or any adhesive is strictly prohibited. Carpets may be laid upon the existing smooth surface floor. This carpet must be rolled up and removed at move-out and prior to any move-out or pre- termination inspections.

### **SECTION 8: MOVE-OUT PROCEDURES**

#### **8. A. ABANDONMENT POLICY**

Residences are considered abandoned when there is no reasonable evidence that the home is occupied. The Community Director will determine if the unit is abandoned and will advise the Air Force of this determination. If an abandoned unit is reclaimed, the Resident will be responsible for the cost of damages above and beyond normal wear and tear, cleaning, and unpaid charges and rent due. The Resident will be notified prior to Property Management availing themselves of other remedies. Property Management will not be responsible for belongings that are left in an abandoned unit and identified by the Community Director as items to be discarded. See Paragraph 10.I (3) Termination by Owner for more details.

#### **8. B. MOVE-OUT INSPECTIONS**

A written notice of move-out must be provided to the Harbor Bay office in accordance with the time frames required in the Tenant Lease Agreement.

Upon receipt of the above information, the Harbor Bay office will provide the Resident with written instructions on minimum standards of cleanliness and conditions that are required. Attached hereto is Appendix A that details these minimum standards.

Harbor Bay will schedule a pre move-out inspection and final inspection within five (5) days upon receipt of the Notice to Vacate form. The purpose of the inspection is to make the Resident aware of any items that may not meet standards prior to moving such that the Resident might take appropriate action to remediate such deficiencies. Resident may attend the pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a representative from the MHO. The Move-In/Move-Out Inspection Form will be referenced when performing the move-out inspection. Charges will be assessed for any items

that are determined to be beyond normal wear and tear in accordance with the attached schedule of charges (Appendix B). The Resident will be made aware of the amount of charges associated with whatever deficiencies are noted, and ultimately, the Resident will be assessed these charges if damages are not satisfactorily repaired.

A Final Move-Out Inspection will be completed, the date of move out, or within (2) business days after the date Landlord has knowledge Resident has vacated the Premises. Resident is encouraged to accompany the Community Management Office representative during both inspections. . Any itemized damage(s) shall be photographed, or documented. Final clearance will not be given until all invoices for damages and repair are paid in full.

In the event there is a need to change move-out dates, the Resident must obtain written permission by Harbor Bay.

In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form completed by the Owner.

## **SECTION 9: RESPONSIBILITIES AND SUPERVISION OF MINOR CHILDREN**

### **9. A. BICYCLES, SCOOTERS AND ROLLERBLADES**

To promote a pleasing property appearance, all bicycles are to be stored in the designated storage area or in the garage. If the bicycle is stored outside it is to be chained to a permanent fixture. Bicycles, scooters or tricycles are not to be left on sidewalks, in driveways or on the grass areas around the residence.

Written permission to place swings, sandboxes, play houses and the like must be secured from the Harbor Bay prior to placement or installation.

Policing the grounds around the house is the responsibility of the parent or guardian. Maintaining a neat appearance is the community goal.

### **9. B. CHILDREN AT HOME POLICY**

Residents are responsible for the monitoring, care, and safety of children living on base at Harbor Bay and to abide by all policies set forth by MacDill AFB. Children under the age of six (6) will not be permitted on grounds or on any public area or playground without adult supervision or the presence of a licensed childcare provider. Supervision is defined as being under the care of an adult or licensed childcare provider within the home or in the immediate vicinity of the person supervising, not to exceed visual contact and/or forty (40) feet, whichever is less.

Every Resident of the community is responsible for reporting any suspected neglect or child

abuse or known violations of the “Children at Home” policy to the SFO and to HB. The SFO will respond to the reported violation of this policy and will remand the child/children to the care of Children and Youth Support staff on the base. This policy will be strictly enforced. Residents or guardians who knowingly allow their child/children to remain in the home unsupervised or who fail to prevent child abuse are subject to disciplinary actions, civilian prosecution, and/or termination of their Tenant Lease Agreement.

### **9. C. KEY AUTHORIZATION / POLICY**

During the normal course of preparing a unit for re-occupancy, the locks are changed on the unit. All keys will match the new locks. One key will be issued to all members of the family listed on the Housing Agreement aged eighteen (18) and over or designated latch key children. Exceptions to this policy may be made on a case-by-case basis.

In the event that keys are lost, they will be replaced at a charge. Missing garage door openers will have a charge to be replaced if lost or damaged. Locks may also be changed at the request of an adult member of the household for a fee. See Schedule of Charges below.

Only adult members (over eighteen) will be issued a mailbox key. Should these mailbox keys be lost, all must be replaced, and a fee will be charged to change the locks. These charges are subject to periodic change, with proper notice. See Schedule of Charges below.

Replacement keys will be issued at the replacement cost to adult members of the household. There will be no charge to open the door during normal office hours so long as it is not of a repetitive nature. On the second or subsequent occurrence of a lock-out occurring during business hours, a charge of \$25.00 will be assessed. There will be a \$50.00 charge for after-hours lockouts. Harbor Bay will not open the door for any person under the age of eighteen (18) who is locked out unless there is a recorded parental plan of action in the Resident’s housing file authorizing the entry. Exceptions will be dealt with on a case-by-case basis.

### **9. D. PROHIBITED PLAY AREAS**

Children are prohibited from playing on or near the following:

- Buildings under construction and or any construction site, whether or not work is in progress;
- Any unoccupied building, surrounding yard or structure;
- Any trees, shrubs or plantings in public areas that will cause damage to the landscaped areas;
- Any equipment owned by contractor or government, including but not limited to mowers, construction equipment or trailers, maintenance trucks etc.;
- Any drainage ditches or culverts.

Parents or guardians will be held responsible for any damages or injuries resulting from violation of this policy and/or any rescue, if necessary.

## **9. E. SUPERVISION LEVELS**

Parents are responsible for the conduct of their children and/or dependents at all times. They assume liability for any charges caused by the unlawful or negligent conduct of their children, dependents and any visitors to their home.

This policy applies to all Residents and their family members and is designed to ensure that all family members and agencies cooperate to produce an environment that promotes the safety of the children living in Harbor Bay. This policy also applies to any civilian personnel who may be present during the performance of official childcare duties and who are registered with the Child and Youth Services on the base.

## **SECTION 10: MISCELLANEOUS**

### **10. A. BASKETBALL BACKBOARDS**

Rules for basketball backboards are as follows:

- Only portable basketball backboards may be positioned alongside driveways and able to be quickly removed and secured during inclement weather.
- Backboards will not be placed in common area parking lots.
- Backboards that block access for trash collection, or mowing, will result in that service not being provided to the residence on the first occurrence. Any subsequent occurrence will result in the household being requested to relocate the basketball apparatus interfering with the services. On the third occurrence, Harbor Bay will require the permanent removal of the basketball apparatus from that residence.

Backboards will not be located within ten (10) feet of the street or in cul-de-sacs.

### **10. B. BICYCLES, SKATEBOARDS, ROLLER BLADES AND PLAY EQUIPMENT**

Bicycles, skateboards, scooters, tricycles, roller blades and other play equipment should be used responsibly. Responsible usage includes wearing a helmet, obeying traffic laws, ensuring equipment is proper working order, and not engaging in “trick riding” (i.e. jumping curbs, riding rails, etc.). Equipment should also be properly stored in designated storage areas or garages. Proper storage of such equipment will not only lengthen its useful life but also promote a more pleasing property appearance in housing areas. While Property Management encourages the use of such equipment to arrive at community centers and playgrounds, this equipment is not permitted inside or on these community amenities. Property Management encourages Residents to secure such equipment to fixed objects with locks when not in use.

Written permission from Harbor Bay to place swings, sandboxes, play houses and the like must be procured from the HB office prior to placement or installation. Policing the grounds around homes is the responsibility of the parent or guardian. Maintaining a neat appearance is a primary community goal.

### **10. C. CRIME, VANDALISM AND COMMUNITY SAFETY**

It is expected that the Residents living in Harbor Bay will abide by the rules and regulations related to the individual neighborhoods and public areas on base. These rules and regulations are basic in nature and are intended to provide the Residents peaceful enjoyment of the area surrounding their home.

Resident involvement and awareness of personal safety are always the most effective deterrents to crime and vandalism.

### **10. D. FIREWORKS**

**Fireworks are strictly prohibited.**

### **10. E. GARAGE /YARD SALES**

Subject to Harbor Bay approval, Residents may hold yard and garage sales in the housing area subject to the following conditions:

- Sales transpire during daylight hours;
- Sales are approved for up to three (3) days;
- Signs may be displayed on the day of the sale;
- Signs may only be placed within the housing area and cannot be attached to any landscaping
- Items and signs are removed when the sale is over;
- Property Management is not liable for any misconduct, negligence or other offenses as a result of a garage/yard sale;
- Resident is responsible for any damage that may result from a garage/yard sale;
- Residents are limited to one garage/yard sale every six (6) months.

## **SECTION 11: PEST CONTROL**

Tenant is responsible for controlling and eliminating household pests including, but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. If you are experiencing a pest problem, you can contact the Harbor Bay Maintenance office to schedule pest control services. These services are done on an on-call basis.

Should a family member have a medical condition that would be aggravated by commercially applied pest control products, please notify HB immediately. HB will ensure that any pest control applications requested during occupancy will be sensitive to the family's needs. HB maintains a log for each residence indicating when the premises were last treated and with what chemicals. This information will be provided upon request.

Residents must promptly notify Harbor Bay at MacDill of any known or suspected bed bug infestation or presence in the dwelling, or in any clothing, furniture or personal property. Resident

must promptly notify Harbor Bay at MacDill of any recurring or unexplained bites, stings, irritations, sores of the skin or body, which are believed to be caused by bed bugs, or by any condition or pest believed to be in the dwelling. Harbor Bay at MacDill must be notified if Tenant discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

Residents must promptly allow Harbor Bay at MacDill and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. Resident and family members, occupants, guests and invitees must cooperate and will not interfere with inspections or treatments. Harbor Bay at MacDill can inspect and treat adjacent or neighboring dwellings to the infestation even if the dwellings are not the source or cause of the known infestation. Resident must follow all directions from Harbor Bay at MacDill or our agents to clean and treat dwelling(s) that are infested. If Resident fails to cooperate with Harbor Bay at MacDill, Resident will be considered in default, and Harbor Bay at MacDill will have the right to terminate the Tenant Lease Agreement.

Residents are responsible for and must, at residents own expense, have personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm approved by Harbor Bay at MacDill.

## **SECTION 12: LANDLORD DOES NOT PROVIDE RENTER'S INSURANCE**

Tenant agrees that the Owner property managers, and employees are not liable for any personal injury or personal property belonging to the tenant(s) or guests that may be damaged or stolen while located on the Premises, including, but not limited to damages from fire, theft, flood, pipe leaks, interruption of utilities, vandalism, maintenance or mechanical failure, as long as the Owner, property managers and employees did not cause such personal injury or personal property damage.

Renters Insurance is a requirement for occupancy at Harbor Bay at MacDill. All residents are required to obtain and furnish Harbor Bay at MacDill with evidence of Renter's Insurance.

Renter's insurance provides you with coverage for loss, damage or destruction of your property. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for damage of the property of others, including the Owner's property. Similarly, if a guest were to have an accident in your residence, you could be personally responsible for the guest's injuries.

Residents are strongly encouraged to obtain Renters Insurance up to the total value of their personal property.

## **SECTION 13: RENT AND APPLICATION DEPOSITS**

Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. Owner shall hold such security deposit in accordance with the terms in the Community Specific Addendum.

## **SECTION 14: COMMERCIAL ENTERPRISES**

The current Installation-approving authority will continue to govern this program. Once approval is granted by the installation, the Resident will submit a request to Harbor Bay for the home-based business activity and include installation approval as supporting documentation. Harbor Bay will have the right to decline the approval at this point but will not have the authority to approve a home-based business if the Base disapproves the initial request.

Requests for permission to conduct a home enterprise such as tailoring, tax preparation, dressmaking, cake decoration, hobby/crafts, manicures, breeding of pets and selling products such as Avon, Tupperware, Mary Kay, etc. in HB should be made in writing to the Community Director. All local, State, and Federal Laws, regulations and licensing requirements will be considered before permission is granted to conduct a business. Businesses that adversely affect the tranquility or safety of the community will not be allowed. Businesses will not duplicate the sale of merchandise and service readily available through the command's officially sanctioned commerce (the BX).

To operate home businesses, other than in-home childcare, the following conditions apply:

- Residents must have permission from the Installation Commander;
- Approval for home-based businesses is valid for one year;
- A letter to Harbor Bay should be submitted to renew approval;
- The following paperwork must be provided with an application: Business registration tax identification number (if applicable).

Solicitation, fund raising, scout activities, school sales, etc. will require the approval of the Installation Commander requested through Public Affairs.

## **SECTION 15: MOLD**

Molds are a normal presence in outdoor and indoor air. When building materials have become moist or water-damaged due to excessive humidity, chronic leaks, condensation, water-infiltration or flooding, molds may grow and become apparent as visible discoloration of surfaces or through the detection of “musty” odors. Helpful information on prevention of mold growth is provided in the below “Resident Tip Sheet on Mold”.

Any visual mold growth must be immediately reported to Harbor Bay office and properly remediated.

Tenant is responsible for: Maintaining the Premises in such a manner as to prevent accumulation of moisture and the growth of mold and promptly reporting any water leak, intrusion, or visible mold, mildew, or water damage to ceilings, floors, cabinets, or walls.

### **RESIDENT TIP SHEET ON MOLD**

Resident can help minimize mold growth in their home by taking the following actions:

- Open windows. Proper ventilation is essential; please turn off A/C when windows are open.
- Close windows when it is rainy weather or damp conditions exist.
- Maintain temperature between 72°F and 76°F at all times, even while on extended vacations.
- Clean and dust residence on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Consider the use of a HEPA filtering system
- Periodically clean and dry walls and floors around sinks, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windowsills and windows.
- Use a pre-installed bathroom fan when bathing or showering.
- Use exhaust fans in your kitchen when cooking.
- Dry up any excess water immediately.
- Do not overfill closets or storage areas – ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- IMMEDIATELY report to the Harbor Bay office any evidence of a water



leak or excessive moisture in your house, storage room, garage or any common area.

- IMMEDIATELY report to the Harbor Bay office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area.
- IMMEDIATELY report to the Harbor Bay office any failure or malfunction with you heating, ventilation, air-conditioning system or laundry system. Do not block or cover any of the heating, ventilation or air-conditioning ducts in your residence.
- IMMEDIATELY report to the Harbor Bay office any inoperable windows or doors.
- IMMEDIATELY report to the Harbor Bay office any musty odors that you notice in your residence.

## **SECTION 16: LEAD BASED PAINT**

### **16. A. LEAD BASED PAINT GENERAL**

Health research has revealed that lead, when swallowed or inhaled, can be harmful to human beings. It can be especially harmful to small children, pregnant women, men and women during their reproductive years, and people with hypertension.

The lead hazards in buildings come primarily from the past use of lead-based paint (hereinafter referred to as LBP). The mere presence of LBP, however, does not constitute a hazard. The risk of adverse human health effects depends on the paint's location and condition and on the way occupants use the building. If circumstances are such that people, especially children, may inhale or ingest lead, then a hazard is present. Public Law 102-550 (Federal "Title X") defines lead-based paint hazard as "any condition that causes exposure to lead from lead-contaminated dust, lead- contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces and chewable surfaces that would result in adverse human health effects as established by the appropriate federal agency."

Buildings built prior to 1978 have a higher likelihood of containing lead-based paint than those constructed after 1978. If the lead-based paint is in poor condition, hazards from dust and debris are more likely. Abrasive action on lead-based painted surfaces can create lead-contaminated dust in a building. Floors, windowsills and wells post the greatest concern for LBP hazards because lead dust settles on to horizontal surfaces. Lead in bare soil outside a building can increase the lead- contaminated dust inside. Chips from exterior paint in poor condition often fall into the surrounding soil. This contaminated soil can then be brought indoors by foot traffic. Children frequently contact lead-contaminated dust and soil because they play indoors on the floor and outdoors on the ground.

## **16. B. CLEANING A HOME WITH LBP PRESENT**

### **AREAS OF CONCERN:**

Encapsulated Lead-based paint is not considered a hazard. However, if you have children six years old or younger, you should be concerned about lead-based paint in the following locations:

- Paint on surfaces that rub together, such as windows or door casements. Friction or impact on these surfaces can generate small lead chips and lead dust;
- Paint on surfaces that small children can chew on and are accessible to them, such as windowsills.

Lead-based paint is often present on the following surfaces:

- Window sashes, frames, and sills;
- Doors and doorframes;
- Stairs, railings, and banisters;
- Woodwork, molding and baseboards.

### **RECOMMENDED CLEANING PROCEDURES:**

- Clean floors, baseboards, window troughs, windowsills and other hard surfaces on a weekly basis. Use a good detergent or a high-phosphate (5-9%) cleaning solution made from a dishwasher detergent or the TSP cleaning solution. Wearing gloves will aid in avoiding possible skin irritation.
- Do not use the same mops, sponges or rags for other cleaning jobs; you could spread the dust. Wrap used cleaning materials in a plastic bag and dispose in your household trash.
- Do not use your household vacuum cleaner to remove dust from these surfaces. Lead dust will pass through the filters in your household vacuum and become airborne. Special vacuum cleaners with highly efficient filters are available at many retail establishments. These vacuums are called high efficiency particulate air (HEPA) vacuums.

## **SECTION 17: COMMUNITY AMENITIES**

### **17. A. SWIMMING POOL RULES AND USAGE**

**Swim Season:** April to October, as weather permits – or as indicated.

**Pool Hours:** 10:00 a.m. – 8:00 p.m. Monday through Saturday, 11:00 a.m. – 8:00 p.m. Sunday.

Notwithstanding anything contained herein or in any lease or other document(s) involving the Harbor Bay at MacDill community, these rules and/or the registration requirements contained herein may be amended at any time by Michaels Management Services, Inc., authorized agent for AMC East Communities LLC, a Delaware limited liability company. All such additions,

deletions and/or changes shall become effective immediately upon posting the amended rules conspicuously at the pool area. Michaels Management Services, Inc., and AMC East Communities LLC, a Delaware limited liability company, are hereinafter collectively referred to as "Harbor Bay".

Anyone not adhering to the rules set forth herein, or otherwise behaving in a manner at or near the pool area that Harbor Bay in its sole discretion deems unreasonable, shall vacate the pool and pool area. In the event of a material infraction of these rules, Harbor Bay shall suspend the offending party's pool privileges immediately.

### **IDENTIFICATION REQUIREMENT**

All leaseholders must provide a valid Harbor Bay Pool Pass to gain entry to, and to remain at the pool area. Initial pool passes are free of charge to authorized leaseholders. All authorized occupants, 16 years of age and older, of a leaseholder's dwelling unit, upon request of the leaseholder, shall be issued their own pool pass. All leaseholders must return all pool passes to Harbor Bay immediately upon vacating the Harbor Bay at MacDill community. Failure to so timely surrender a pool pass will result in a service charge of \$10 per pass issued that is not so returned.

**Any leaseholder in material breach of leaseholder's lease agreement shall have no pool privileges, nor shall any such leaseholder's occupants, guests and/or invitees have pool privileges.** There may be a replacement cost for lost or stolen pool passes. Please see the Schedule of Charges.

### **GUEST PASSES**

All guests must be escorted by a resident to enter the pool area. Each resident may bring in no more than two guests. Guests may be limited based on the pool capacity and number of swimmers, or at Harbor Bay's discretion. Any guest under the age of 16 must be accompanied at all times while at and around the pool area by a designated registered leaseholder who is 18 years of age or older.

**Leaseholder is solely responsible for the conduct of leaseholder's occupants, guests and/or invitees at the pool area.**

### **POOL CLOSINGS**

In addition to Hillsborough County, FL and State of Florida Health Code Standards, the pool will be closed for the following reasons:

- Operational and mechanical difficulties affecting pool water quality.
- Severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For a period of time following the last occurrence of thunder or lightning (deck also closed).
- For a period of time following any incident that results in glass, bodily fluids or a dangerous condition in the pool area.

- At any time at the sole discretion of Harbor Bay.

### **POOL AREA CONDUCT**

- Proper swim wear is required. Jeans, cutoffs, or thongs/T-backs are NOT allowed in the pool. NO nudity of any kind is allowed.
- PETS are NOT allowed in the pool or on the pool deck.
- GLASS, ALCOHOL, and/or TOBACCO is NOT permitted anywhere in the pool area. Non- alcoholic beverages in plastic containers are permitted.
- Food is NOT allowed in the pool area.
- Battery powered mp3 players, iPods, cell phones and similar items may be used in the pool area with personal headphones only. No other electronic devices are allowed in or around the pool area.
- Inappropriate, disturbing and/or disruptive behavior including, but not limited to, public intoxication, use of profanity, running, pushing, wrestling, excessive splashing, standing or sitting on shoulders, yelling, screaming and/or spitting in the water, is NOT allowed at or near the pool.
- Children, ages five and older, must use their gender appropriate changing room.
- All children who are not toilet trained MUST wear approved swimmer's diapers while in the pool.
- Persons wearing bandages and/or with skin abrasions, colds, inflamed eyes, open wounds, or other types of possible contagions or infections are prohibited from entering the pool.
- The baby pool/splash park is for occupants of a leaseholders' dwelling unit and authorized guests 12 years of age and under, and their accompanying registered adult only.
- Persons under the age of 16 must be accompanied at all times while at and around the pool area by a designated registered leaseholder who is 18 years of age or older.

### **DIVING INTO THE POOL AND/OR RUNNING ON OR AROUND THE POOL DECK IS NOT PERMITTED.**

### **SWIM AT YOUR OWN RISK**

*No lifeguard is present or provided by Harbor Bay at the pool, pool deck, splash-park or any surrounding areas.* All who use the pool facilities do so at their own risk and hereby acknowledge(s) that he/she/they understand(s) and agree(s) that Michaels Management Services, Inc., and AMC East Communities, LLC, and all persons associated therewith do not provide nor have any duty to provide life guard services or other safety related services for the protection of any person using the pool and/or the pool area.

Accordingly, leaseholders and all others using the pool facilities do so at their own risk and agree that Michaels Management Services, Inc., and AMC East Communities, LLC, and all persons associated therewith, directly or indirectly, shall not be liable for any loss, injury, damage, and/or liability, including without limitation attorneys' fees, sustained directly or indirectly from the use of the pool facilities by leaseholder(s), and/or guests and/or invitees of charges

leaseholder(s) as a result of Harbor Bay not providing such services.

Any Harbor Bay personnel at or around the pool area are present exclusively for the protection of Harbor Bay's property and for no other purpose.

### **17. B. FITNESS CENTER RULES**

**This Facility is NOT Supervised. *Use at your own risk!***

- Use of this equipment is the responsibility of the user. Management assumes no responsibility for any injury that may occur.
- All guests must be accompanied by the resident at all times. Limit 2 guests per household.
- Residents & their guests are individually responsible for knowing their own physical limitations.
- Proper workout attire is required. No flip-flops, jeans, cutoffs or bathing suits allowed.
- No glass, alcohol, smoking or food allowed.
- Children under 15 are not permitted in this facility without their parent/guardian.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others. No horseplay, grunting or profanity.
- No slamming of weights. Place weights back on the rack after use.
- If others are waiting, please limit your time on equipment to 30 minutes.
- Headphones required at all times for music devices.
- Wipe down each piece of equipment after use.
- Clean up after yourself. Proper hygiene is required.
- Management is not responsible for lost or stolen items.
- Report any equipment malfunctions immediately to management.
- Follow directions of Harbor Bay management staff at all times.
- In case of an emergency, please use the call box.
- **Key FOB must be returned upon lease termination with Harbor Bay.**
- **Residents will be charged for each lost or damaged key FOB.** Please see the Schedule of Charges.

**Failure to comply with rules may result in suspension or termination of fitness center privileges.**

### **17. C. HARBOR ROOM RENTAL**

**This Facility is NOT Supervised. *Use at your own risk!***

The Harbor Room is available to Harbor Bay residents only for a nonrefundable rental fee. Please see the Rental Contract for rental terms and costs.

#### **Harbor Room Upkeep**

- Vacuum/sweep the entire area (to include hallway, restrooms, border of carpet in great room and kitchen). A vacuum and broom are provided for your convenience.
- All kitchen countertops must be wiped down, sinks washed out, oven and microwave cleaned, refrigerator emptied and trash taken out to the dumpster located in the rear parking lot.
- Please return the furniture to its original arrangement following the party's departure.
- Smoking is **NOT** permitted in the Harbor Room or anywhere else in the building. There are urns located near the back patio for your convenience.
- All doors **MUST** be secured.
- Harbor Bay will **NOT** provide cleaning supplies. You **MUST** furnish cleaning supplies at your own expense in order to restore the Harbor Room to its original condition.
- The agreement is for the use of the Harbor Room only and **DOES NOT** include use of the pool or children's play area off from the fitness center.

## APPENDIX A: MOVE-OUT CHECKLIST

This information is being provided to assist you in completing your final inspection with the least amount of difficulty. The inspector has only thirty (30) minutes to complete your inspection, please be prepared as there will only be one inspection. The inspector will collect your keys, passes, fitness room fobs and possible garage door openers. Completion of all minimum cleaning standards is the responsibility of the occupant even if it was listed as a deficiency on the assignment check-in sheets. If damage has occurred, call the Harbor Bay office for assessment.

| <b>Interior Minimum Cleaning Standards</b>  |     |    |
|---|-----|----|
| Description   | Yes | No |
| <b>Walls and Ceilings</b><br>Remove all dirt, cobwebs, crayon and pencil marks, food, etc., from walls. Remove all nails and hooks.         |     |    |
| <b>Floors</b><br>Broom cleaned & mopped hard surfaces, Carpets should be vacuumed and cleaned if necessary.                                 |     |    |
| <b>Doors and Handrails</b><br>Remove all dirt and stains on both sides of doors and on handrails.   |     |    |
| <b>Light Fixtures</b><br>Ensure all fixtures have operating bulbs and are dust free.  |     |    |
| <b>Cabinets, Closets, Drawers, and Shades</b><br>Remove all tape, staples, and tacks. Remove all food particles, trash, and personal items. |     |    |
| <b>Refrigerator / Freezer</b><br>Defrost and wipe down interior and exterior surfaces. Remove all food particles.                           |     |    |
| <b>Range and Range Hood</b><br>Remove all burned/crusted-on food from accessible surfaces. Wipe down range hood.                            |     |    |
| <b>Kitchen, Bathroom, and Toilet</b><br>Remove dirt, and excessive soap residue from surfaces and fixtures.                                 |     |    |
| <b>Government Owned Furniture and Equipment</b><br>Wipe down and remove stains.   |     |    |
| <b>Exterior Minimum Cleaning Standards</b>  |     |    |
| Description   | Yes | No |
| Remove all trash and animal waste from the yard.  |     |    |
| Clean inside windows and debris from window wells.  |     |    |
| Sweep and clear all debris in carports, patios, balconies, porches, steps, and walks.   |     |    |
| Remove oil spots from driveway and sidewalks.   |     |    |

|   |  |  |
|---|--|--|
| Remove and properly dispose of Satellite Dish Equipment.  |  |  |
| Storage Rooms: Remove spider webs, nails, hooks, sweep, and remove any privately owned or unserviceable shelving from rooms/sheds. Wipe down both sides of doors. |  |  |

| <b>Garage Minimum Cleaning Standards</b>        |     |    |
|---|-----|----|
| Description                                     | Yes | No |
| Remove hooks, nails, and sweep out debris/dirt. |     |    |
| Remove spider webs.                             |     |    |
| Broom sweep the garage door.                    |     |    |
| Remove all oil from floor.                      |     |    |
| Mop floor (Do not wash down with a hose)        |     |    |

## **RESIDENT RESPONSIBILITIES**

Residents need to take a “Pride on Ownership” approach to minor maintenance requirements to clear their home. Based on this concept, the self-help requirements to clear housing are listed below:

### **EXTERIOR AND GROUNDS**

- Remove excessive dirt, mud, chalk, crayon, oil, grease or other substances off siding, sidewalks, patio slabs, driveways and garages.
- Clean mud spots, chalk, pencil, or crayon marks.
- Remove all trash and leaves from under porches, window wells, stairs, porches, stairwells, and grounds adjacent to the home.
- Remove all vegetable gardens and vegetable plants.
- Police yard of all trash and debris. Remove all animal waste.
- Repair yard damage. Fill holes and seed bare spots caused by the family or pets.
- Replace all burned out porch lights.
- Replace any broken exterior light globes, covers, or fixtures. Residents need to try and match existing globes or hardware; if they are unable, they need to contact the Harbor Bay Maintenance Office, and Harbor Bay will replace and charge Resident accordingly.

### **GARAGES AND CARPORTS**

- Remove all personal property and sweep out the area.
- Remove all nails and hooks.
- Remove dirt, spilled paint, and grease stains from shelves and floors.
- Broom sweep garage floors.



## **WALLS AND CEILINGS**

- Remove all nails, hooks, tape, and mollies/anchors carefully to avoid damage, greater than ¼ inch.
- Remove all marks, dirt, cobwebs, crayon, pencil marks, etc. from walls and doors.

## **CARPENTRY**

- Refasten/replace any loose or missing coat hooks, clothes rods, and closet shelves.
- Tighten excessively loose kitchen or bathroom hardware.
- Repair or replace damaged or missing kitchen cabinet and drawer pulls and closet door knobs. Knobs need to match existing hardware. If this is not possible, contact the office and Harbor Bay will provide the hardware and charge the Resident.

## **ELECTRICAL**

- Replace broken globes on lights. Replace with fixtures of similar design and style. If this is not possible, residents will need to contact the Harbor Bay office for replacement. Residents will be charged accordingly.
- Replace damaged switch plates and receptacle plate of same design, if not possible, contact office and Harbor Bay will replace and charge Resident accordingly.
- Ensure there is a working light bulb in each socket.

## **BATHROOMS**

- Replace cracked, chipped, stained, and broken toilet seats caused by the Resident. Replace with fixtures of similar design and style. If not possible, contact the office and Harbor Bay will replace and charge Resident accordingly.
- Remove dirt and soap residue from showers /tubs, to include showers and sinks.
- Remove all sanitizers from commodes.
- Ensure there are two shelves in the medicine cabinet (if applicable).
- Repair or replace excessively loose, broken, or missing bathroom towel bars, toilet paper holders, or towel rings.

## **APPLIANCES**

- Ensure all the shelves are in place in the refrigerator. Wipe out to remove food particles.
- Remove all burnt/crusted-on food and grease from range. Ensure all broiler pans and oven racks are in place.
- Replace range hood light if inoperative.
- Replace broken or burned-out bulbs in range or refrigerator.
- Run garbage disposal. Make sure it is operational. Report any malfunctions.

## **MISCELLANEOUS**

- Remove all personally owned property including carpets, wallpaper, swings, etc. when preparing to clear housing.

## APPENDIX B: SCHEDULE OF CHARGES

We sincerely hope you enjoyed your stay at Harbor Bay at MacDill. A final inspection will be completed on your home. The charges on your account will be determined based on the move-in checklist you completed at move in. Any differences between the Move-In/Move-Out Inspection Form (with the exception of normal wear and tear) and the final inspection will be charged to your account.

**IMPORTANT:** The charges listed below are based on costs as of the above effective date. **Actual damage costs charged to your account may vary from those listed to reflect the cost in effect at time of move out.** Actual charges will be detailed at time of final move out.

### CLEANING CHARGES

|   |                                    |
|---|------------------------------------|
| Appliance Cleaning                        | Starts at \$25.00 per appliance    |
| Vinyl Floors                              | Starts at \$25.00 per room         |
| Countertop                                | Starts at \$10.00 each             |
| Kitchen Cabinet and Drawers               | Starts at \$10.00 each             |
| Light Fixture                             | Starts at \$10.00 each             |
| Patio/Balcony Power Wash                  | Starts at \$125.00                 |
| Bathroom & Kitchen Fixtures               | Starts at \$75.00                  |
| Windows – Interior                        | \$10.00 per window                 |
| Carpet Stains                             | At cost, varies depending on stain |
| Trash (home/storage/garage/patio) Removal | \$20.00 per bag/item               |
| Garbage and Recycling cans                | \$25.00 each                       |
| Odor Neutralizer                          | Starts at \$295.00                 |
| Ionizer                                   | Starts at \$395.00                 |
| Duct Cleaning                             | Starts at \$350.00                 |
| HVAC Coil Clean                           | Starts at \$200.00                 |
| Cleaning Labor Charge                     | Starts at \$40.00 per hour         |

### REPAIR, REPLACEMENTS AND OTHER CHARGES

|   |                                |
|---|--------------------------------|
| Broken Window                             | Cost per window                |
| Contracted Plumbing Repairs               | Starts at \$100.00             |
| Satellite Dish Removal                    | \$50.00                        |
| Screens                                   | Starts at \$35.00 per screen   |
| Smoke/CO Detector (if damaged or missing) | Starts at \$35.00 per detector |
| Mini Blinds                               | Starts at \$6.80 per blind     |
| Lock Change                               | \$50.00 per cylinder           |
| After Hours lock out charge               | \$50.00 per incident           |
| Home and/or Mailbox Keys                  | \$25.00 per key                |
| Garage Remote                             | \$50.00 per remote             |

|   |                             |
|---|-----------------------------|
| Pool Pass                               | \$10.00 per pass            |
| Fitness Center Key Fob                  | \$25.00 per key             |
| Hardwood Floor Repair                   | Starts at \$50.00 per plank |
| Odor Neutralize Flooring                | Starts at \$450.00          |
| Seal Floor and/or Subfloor              | Starts at \$150.00 per room |
| Sheet Vinyl                             | Starts at \$15 per patch    |
| Ceramic Tile                            | Starts at \$35.00 per Tile  |
| Vinyl Plank                             | Starts at \$15 per plank    |
| Cabinet Faces/Drawer                    | Starts at \$50 each         |
| Drip Pans                               | \$25.00 per set             |
| Countertop Repair/Replacement           | Replacement Cost            |
| Bathroom Fixtures: faucet, mirror, etc. | Starts at \$45.00           |
| Labor                                   | \$40.00 per hour            |
| Door Replacement or Repair              | Starting at \$75.00         |
| Damaged Hardware Fixtures               | Starting at \$45.00         |

## CARPET CHARGES

|                      |                             |
|----------------------|-----------------------------|
| Stain Removal/Repair | Starts at \$25.00 per stain |
| Steam Cleaning       | Starts at \$100.00          |
| Scrub and Dye        | Starts at \$150.00          |
| Flea Treatment       | Starts at \$100.00          |
| Replacement Costs    | See “Replacement Charges”   |

## PAINT/DRYWALL CHARGES

|                     |                              |
|---------------------|------------------------------|
| Full Paint          | Starts at \$775.00           |
| Partial/Touch-up    | Starts at \$445.00           |
| Sealing of walls    | Starts at \$445.00           |
| Sealing of Subfloor | Starts at \$150.00           |
| Drywall Repair      | Starts at \$25.00 per repair |
| Prime               | Starts at \$40.00 per wall   |

## REPLACEMENT COSTS

|   |
|---|
| All replacement costs will be charged based on the cost of actual replacement   |
| Carpet is depreciated based on life expectancy depending on carpet type and vinyl is depreciated based upon life expectancy of the product type used. |
| Damages to garages will vary and will be based on replacement/repair cost   |

## HOURLY CHARGES (Plus Cost of Materials used)

|   |                    |
|---|--------------------|
| Damaged Drywall, Trim, Masonry or Cabinetry Repair Work | \$25.00            |
| Bulk Trash Removal                                      | Starts at \$150.00 |

**NOTHING HEREIN WILL BE CONSTRUED AS A LIMITATION ON LANDLORD'S  
RIGHT TO PURSUE RESIDENT FOR DAMAGES NOT SPECIFICALLY LISTED  
HEREIN**

## APPENDIX C: LEASE VIOLATION SCHEDULE OF CHARGES

Harbor Bay at MacDill personnel are obligated to enforce these regulations. Below is a list of the most frequently occurring violations for which charges will be assessed. This schedule will be periodically reviewed and changed as necessary. . Any changes in the type or amount of any fee shall be effective after thirty (30) calendar days written notice of such changes to Tenants.

### Schedule of Charges

|  |                                 |
|--|---------------------------------|
| Abandoned vehicle                                      | Actual Cost for Towing          |
| Excessive Bulk Pickup                                  | Starts at \$150.00              |
| Damaged Lawn due to negligence                         | Actual Cost Material plus labor |
| Dog feces removal                                      | Starts at \$25.00 per instance  |
| Emergency lock out (after hours)                       | \$50.00                         |
| 2 <sup>nd</sup> Occurrence and each subsequent Lockout | \$25.00 per incident            |
| Late rent charge                                       | \$50.00                         |
| Non-sufficient funds check charge                      | \$50.00                         |
| Trash, litter and/or debris in yard                    | Starts at \$25.00               |
| Satellite dish removal and disposal                    | \$50.00                         |
| Improper storage of toys, bicycles etc.                | \$25.00                         |
| Refundable Pet Deposit (per pet max of two pets)       | \$250.00 per pet                |
| Disabling Smoke/CO detector                            | \$200.00                        |

\* Harbor Bay at MacDill may amend these prices as required to cover the full cost of replacement & repair.