

NEW ORLEANS NAVY HOUSING, LLC RULES & REGULATIONS

NEW ORLEANS NAVAL COMPLEX

The following Rules & Regulations are an addendum to the lease to units in Naval Support Activity, Naval Air Station Belle Chasse or Gilmore Park (individually or collectively “Community”). As such, the Rules & Regulations constitute a legally binding document between Tenant and Landlord. Further, Tenant is responsible for knowing and complying with Base Policies and Regulations.

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Attachments:

- A. Pet Addendum
- B. Rental Standards for Civilian Tenants

1. Late Fee/Returned Check Policy

- a. For Tenants not paying rent by Allotment or EFT, a late fee of \$50.00 will be charged if rental payment is not received by the time Landlord's Management Office opens on the sixth (6th) day of the month. Payment for rent will be considered delinquent on the tenth (10th) day of the month, and eviction proceedings may be initiated.
- b. Tenants will be charged a fee of \$50.00 for any check returned for any reason. Returned checks must be made good by the time the Management Office opens on the sixth (6th) calendar day following notification by Landlord's Management Office. Payment for a returned check will be considered delinquent on the sixth (6th) day following notification, and eviction proceedings may be initiated.
- c. Notwithstanding the foregoing, no late fees shall be due in the event Tenant fails to timely pay his/her rent as a result of the failure of Tenant to receive his/her BAH due to actions not caused by or contributed to by the Tenant.

2. Rental Standards for Civilian Tenants

See Attachment B.

3. Eviction Procedures

a. Nonpayment of Rent

On the eleventh (11th) of the month, any Tenant delinquent on the rental payment will be posted with a five (5) day late notice. A Tenant shall automatically be in default of the lease should the Tenant fail to pay the rent or any other charges arising under this lease within that time. Landlord may elect any remedy allowed under Louisiana and federal law, including, but not limited to, declaring the rent for the whole unexpired term of the lease, together with the attorney's fees immediately due and payable, or to proceed one or more times for past due installments without prejudicing its rights to proceed later for rent for the remaining term of the lease. Should Landlord elect to terminate this lease and to evict the Tenant, the eviction shall be in accordance with the eviction procedures set forth below.

b. Imminent Danger to Persons or Property

Should a Tenant or other residents of the Tenant's unit take actions which: (i) affect or threaten to affect the health or safety of other Tenants or their guests in the Community; (ii) result in significant damage to the Tenant's unit, other units or the common area; or (iii) substantially interfere with the right to quiet enjoyment of other tenants of the Community, Landlord may immediately evict the Tenant and take such other action as allowed under federal and state law.

Should a Tenant be convicted of possessing drugs or the commission of a felony, Landlord may immediately evict the Tenant and take such other action as allowed under federal and state law.

c. Other Lease Violations

Except in situations identified in paragraphs (a) and (b) above, Landlord will provide prompt written notice to the Tenant of any other violation of the lease. Landlord will afford the Tenant five (5) days within which to cure the lease violation. In the event Tenant has not cured the default to the satisfaction of the Landlord within this five (5) day period, Landlord shall provide written notice to the Base Commanding Officer that the offending conduct has not been cured and may commence eviction proceedings. Further, Landlord may take all remedies allowed under federal and state law, including collection of damages.

4. Work Orders

Work Orders can be e-mailed to nasmaint@patricianmanagement.com.

The Landlord has the right to access the Leased Premises in accordance with Section 18 of the lease and under these Rules and Regulations to complete Work Orders. Work Orders are requests for repairs made by a tenant to Landlord's management office. Maintenance requests will be taken during normal working hours: Monday – Friday 0730 to 1700 hours, Saturday 0830 - 1700 and 1300 to 1700 hours Sundays. After hours emergency calls will be received by Landlord's answering service at (504) 363-8121, which will, in turn, contact the appropriate personnel. Work Orders are categorized as follows:

- a. Routine - Any damage or discrepancy that does not pose a threat to life, property, health, safety, security, or mission.
- b. Urgent - Failures in services or facilities that do not immediately endanger the Tenant or threaten damage to property, but would soon inconvenience and affect the health and well-being of the Tenant. An example of an urgent work order would be that one commode is stopped up but the unit has two commodes.
- c. Emergency - Failures in services or facilities that endanger the Tenant or property. The following is a list of emergency items:
 1. Overflowing drains/broken water pipes
 2. Electrical service outage
 3. Broken electrical components which may cause fire or shock to persons
 4. Gas leaks
 5. Complete failure of an appliance
 6. Problems which would render the unit uninhabitable
 7. Inability to lock an exterior door or window
 8. Complete failures in heating or air conditioning
 9. Malfunctioning water heaters
 10. Dangerous pest or wild animal infestations
 11. Units with only one bathroom and it becomes inoperable

The maintenance person on call will respond to emergency work orders within one hour after receipt of the call, twenty-four (24) hours per day, seven days per week. Repairs will be completed as soon as possible, not to exceed twenty-four (24) hours whenever possible.

Calls from Tenants who have a medical requirement for maintaining stable temperature levels of heating and air conditioning shall be classified as emergency calls. The Landlord will identify for the maintenance staff those Tenants with special medical requirements.

- d. Landlord- initiated work orders - Repairs, replacements, inspections, and maintenance that the maintenance staff is required to perform under the Maintenance Plan will be handled as Work Orders. The Manager or Assistant will contact the Tenant, explain the work to be done, and establish a time for the work to be accomplished. Examples of work orders initiated by management are as follows:
1. Pest control services
 2. Preventive maintenance inspections
 3. Scheduled replacement of carpets or appliances
 4. Interior decorating
- e. Work will be scheduled to cause a minimum of inconvenience to Tenant whenever possible. However, Tenants may not refuse entrance into their unit by Landlord, its maintenance employees or maintenance contractors scheduled to do work in accordance with section 18 of the lease and to complete Work Orders except in the case of an extreme emergency. Landlord, its maintenance employees or maintenance contractors may enter Tenant's unit when Tenant is not at home to perform such work.
- f. Major Repairs - It is Landlord's responsibility to maintain all units in a habitable condition at all times, and to correct all failures regardless of cause. In the event of damage or failures caused by a Tenant's neglect or misuse (beyond normal decay, wear and tear), Landlord shall require reimbursement by the Tenant for repairs or replacements made in accordance with the terms of the lease. Repairs or replacements made due to normal wear and tear, or which cannot be directly attributed to the Tenant will be made at the expense of the Landlord with no additional cost to the Tenant.
- g. After-Hours Procedures - On-call maintenance personnel will be available twenty-four (24) hours per day, seven (7) days per week, holidays included, for after-hours urgent and emergency calls except in cases of national emergencies, natural disaster, or other circumstances beyond the control of Landlord. An answering service will respond to after-hours calls placed to Management Office. On-call maintenance personnel will be contacted by the answering service for any call that involves an urgent or emergency condition. Tenant calls for other than an urgent or emergency condition will be forwarded to the Management Office for processing at the beginning of the next business day.
- h. Exterminating Service - Exterminating service is provided to all units. However, Tenants with pets are responsible for the extermination of ticks and fleas at any time during the lease term when any infestation is discovered, and upon move-out, if necessary. The exterminators may use a combination of spray, bait and traps. Any Tenant allergic to the sprays may submit a request to Landlord's Management Office that his or her housing unit be treated only with baits or traps. A Tenant may not refuse monthly extermination treatment.

Tenants should take preventive steps to control pests and avoid infestations. Garbage should not be allowed to accumulate; food should be stored in closed containers; and tables, countertops, stoves and floors should be kept free for grease and food crumbs. Tenants should also perform cleaning underneath sinks and underneath stove tops on a regular basis.

5. Energy Conservation

Utility costs and consumption continue to increase. Conservation becomes more and more important, not only to save costs, but also to keep the impact on the environment to a minimum. Some conservation measures are obvious, such as not running air-conditioning or heat with windows and doors open. Tenants may find guidance regarding conservation measures in Landlord's Management Office or the Base Housing Office.

Tenants who abuse utility usage during the period Landlord is paying for utilities (gas and electric) will be responsible for charges in excess of normal utility costs for their unit, and shall be in violation of the lease. The determination of whether a Tenant is abusing utility usage shall be based on energy consumption guidelines available in the Management Office.

6. Recreational Equipment and Other Articles, Implements and Items

The following items are not permitted at any time in public areas, including the streets of the property of which the leased premises forms a part:

BB guns and/or pellet guns
Rifles and/or handguns
Bows and arrows
Fishing spear guns
Fireworks
One- or two-cylinder "toy" cars
Any other dangerous piece of equipment, article, implement or apparatus

The following items, and other pieces of play equipment, are not permitted at any time in the streets of the property of which the leased premises forms a part:

Skateboards
Scooters
Roller blades
Bicycles
Tricycles

7. Firearms/Weapons

Civilian Tenants found with weapons will be evicted. Military Tenants shall maintain weapons consistent with base policy.

8. Structures

Large semi-permanent swimming pools or other large structures, such as trampolines and child size or walk-in playhouses are not authorized.

9. Parking

a. NSA

1. On-Base Family Housing – All units are provided with a garage or carport. All Tenant vehicles must be parked in garages, carports or driveways. Any overflow vehicles must be parked in the overflow lot.

Under no circumstances will any vehicle, boat or trailer be allowed to park or be driven on to the lawn areas or any other public area.

Parking of Boats, Campers, and Trailers – These vehicles are not to be parked in the housing area. A parking lot for this purpose is provided by MWR for Qualified Military Residents. Civilian Tenants are not allowed to have boats, trailers, or campers on base.

Repair of automobiles and trucks in the housing area is prohibited. NSA provides an auto hobby shop for Qualified Military Residents.

Parking of inoperable, unsightly, or junk vehicles is not allowed in assigned parking spaces or the overflow parking lots. Determination of what is “unsightly” will be at the joint discretion of Landlord, Base Commanding Officer and New Orleans Naval Complex Housing Office for the Community. Vehicles of this nature owned by civilian Tenants will not be allowed to remain on base.

2. Gilmore Park – Tenants of Gilmore Park must park their vehicles in the spaces provide at the rear of the buildings. Visitors should park on Southlawn Boulevard. Parking in fire lanes is prohibited.

b. NAS

1. Tenants are authorized two parking spaces. Only one vehicle may park in the drive and only one vehicle may park in the street. Additional vehicles must park in the overflow lot. In the 700 series of housing, each Tenant has two reserved spaces, one covered space, and one uncovered. Boats, watercrafts, motor homes, camper shells, recreational vehicles, utility trailers, and storage units will not be permitted in the carport. Parking of inoperable, unsightly, junk vehicles is not allowed in assigned parking spaces or the overflow parking lots. Determination of what is “unsightly” will be at the joint discretion of Landlord and New Orleans Naval Complex Housing Office for the Community. Parking on both sides of the street is prohibited by the Fire Department. Under no circumstances will any vehicle, boat, or trailer be allowed to park or drive on to lawn areas or any other public area.

Repair of automobiles and trucks in the housing area is prohibited. NAS provides an auto hobby shop for Qualified Military Residents.

2. Additional parking facilities to accommodate vehicles are located at the corner of Enterprise Drive, Valley Forge Street, and Yorktown Lane.
3. Additional parking for motor homes and other recreational vehicles, utility trailers, boats and other watercraft will be provided at a new parking area for this purpose. Landlord’s Management Office will manage and assign parking in this area.
4. Tenants of newly constructed units are allowed to park in designated spaces only.

10. Exterior Appearance

The Community has been planned and developed within a clear architectural theme which all families are entitled to enjoy. Tenant changes to the exterior appearance of the buildings or landscaping must be approved by the Landlord. Tenants are allowed to install seasonal decorations that do not penetrate the doors or buildings, and to maintain

flower gardens and planters, and vegetable gardens that are completely hidden from view by existing fencing.

All window coverings visible from the outside must be those provided by the Landlord. Tenants may install their own drapes on the inside of the window coverings that are furnished. No foil or polarized film is allowed.

Exterior attachments, such as planters and lights, must have prior management approval and must be maintained. Exterior attachments must not penetrate the building or otherwise damage the building. Any wiring used in relation to any of the items referenced herein must not be run through a partially open window or door. Any balcony or visible patio furniture must be approved by Landlord.

11. Citizen Band Radios

Tenants meeting Federal Communications Commission (FCC) requirements may request written authorization to operate an amateur radio/citizen band station in their housing unit. Requests should be directed to Landlord's Management Office who will, in turn, forward these to the appropriate government personnel.

12. Telephone & Cable TV

Telephone and cable services are not provided by Landlord. Telephone service to housing units may be obtained by contacting the local telephone company. Telephone and cable outlets have been provided in all housing units. If additional outlets are required, Tenant shall be responsible for installing the outlets at Tenant's expense.

Tenant must contact Landlord's management office for approval of additional outlet installation. Wiring must not be attached to the exterior side of the structure. No penetration of the building is allowed for any reason.

Television antennas are not provided. However, privately owned indoor antennas are approved for use in the housing units. Cable television service to housing units may be obtained by contacting the local cable company directly.

Cable television dishes are allowed only under very restrictive Federal Communications Commission (FCC) regulations. A Tenant must contact Landlord's management office prior to installing any television satellite dish to make sure the installation is in conformity to FCC guidelines.

13. Commercial Enterprise

The use of a unit or the common areas to conduct "commercial enterprises" must have prior approval of Landlord, such decision being based upon a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the housing unit complex, and provide evidence that all Base, local and state requirements, filings, certifications and the like have been met, secured or obtained.

Door-to-door solicitation of business is prohibited. Tenants are requested to notify the Management Office and Base Security when peddlers or uninvited salespeople are encountered.

GARAGE SALES ARE NOT PERMITTED.

14. Guests

When guests are expected to remain for more than seventy-two (72) hours, Landlord's Management Office must be notified. Base Policies and Regulations require notification of Base Security. Except with special permission, which shall be exercised in a reasonable manner, when extenuating circumstances arise, the maximum stay for visitors is two (2) weeks.

15. Change of Status

Landlord's management office and New Orleans Naval Complex Housing Office for the Community should be notified of any changes in rank, grade, duty station, status of residence, number in family, telephone number (even if unlisted – unlisted numbers are kept confidential) or other people living in family housing. Family housing units may not be subleased or joint-residency established.

16. Household Appliances, Equipment and Fixtures

Household appliance maintenance recommendations are contained in the New Orleans Military Community Housing Guidelines and Standards. However, if a garbage disposal has stopped because of foreign objects or materials, including grease, wire, toys, rags, or cigarette filters, the Tenant will pay a service charge. The Tenant is also responsible for a service charge if the unit's commode has been stopped up because of the presence of foreign objects or materials. Tenant is responsible for replacing light bulbs. Florescent light bulbs will be replaced by Landlord.

17. Move-Out Procedure

- a. Notice requirements – Vacating Tenants are required to provide thirty (30) days written notice of intent to vacate either at the end of the initial lease term, or at the end of any extension, renewal or holdover period. In turn, Landlord will notify the Navy Complex New Orleans Family Housing Office of projected available units.
- b. Inspection – Landlord will conduct a pre-termination inspection within seven (7) days of receipt of notice to vacate or the first business day following receipt of such notice from Tenant in the event of a short fuse order. The unit will be checked for preventive maintenance items and/or items the Tenant must complete prior to the final inspection. The Tenant will be given a Moving-Out Checklist detailing those items that need to be corrected or completed prior to the final inspection, including items that may be chargeable to Tenant. If the vacating Tenant complies with the terms of the lease and there are no damages to the unit beyond normal decay, wear and tear, and Tenant has given a security deposit, the security deposit will be returned within thirty (30) days.

If the Tenant failed to give proper notice, or otherwise did not comply with the terms of the lease, the following will apply:

1. For Qualified Military Residents with no rental deposits, the Base Commanding Officer will be notified for appropriate action, including counseling the Tenant regarding the proper handling of his/her debts and obligations. If Tenant is no longer in the military, appropriate collection action will commence through civilian means to the extent permitted by law.

- 2. For Tenants with security deposits, the security deposit will be applied to damages incurred by Landlord due to Tenant's failure to give notice. Collection actions will be commenced for any further balance due as set forth in the lease.

- c. Cleaning performed by Landlord in addition to normal change of occupancy that should have been accomplished by the Tenant to correct or complete items identified during pre-termination inspection or to correct items occurring prior to actual move-out but after such inspection shall be chargeable to the Tenant. Additional examples of chargeable items are missing light bulbs, missing appliance components, such as drip pans, crispers, racks, burners, etc., or accessories, such as light fixtures, globes and sink drain stoppers.

All keys issued to Tenant must be surrendered to Landlord in order to legally vacate the unit.

Charges will not be assessed for minor damages such as wall holes or dents of less than one inch in diameter, torn screens or holes of less than two inches in diameter, scratches, caulking, fingerprints on walls, or the securing of door knobs, drawer pulls, or shower rods.

Removal of exterior graffiti shall be chargeable if Tenant can be identified as the responsible party.

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I have read the above Rules & Regulations and understand that they are a part of my lease.

_____ TENANT	WITNESSED BY: _____ LANDLORD OR REPRESENTATIVE
_____ TENANT	
_____ TENANT	

EXECUTED IN DUPLICATE AT **BELLE CHASSE, NAVAL AIR STATION**, LOUISIANA,

THE _____ DAY OF _____, _____.