HUNTER'S COVE FAMILY HOUSING

HUNT MILITARY COMMUNITIES







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RESIDENT GUIDELINES

Welcome to Your Home and Our Community

The Community Handbook has been designed to familiarize you with guiding rules, regulations, services and procedures which assist in making your community a better place to live.
Pleasant community living is a collaborative effort by all who live in the community and it is our mission to ensure your stay with us is an enjoyable one.

Please read the handbook carefully and use it as a quick reference guide.
If you have any questions, please feel free to contact the Community Management Office during normal office hours and know that we are here to serve you and answer any questions that you may have.

Sincerely,

Community Director

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GENERAL INFORMATION

PRIVATIZATION

Hunt is a nationally recognized leader in the most successful public-private partnership program in the U.S, the Military Housing Privatization Initiative. As the premier military housing community developer, we have a reputation for providing unsurpassed quality and service to the men and women who serve in our nation's Armed Forces. It's a core focus for Hunt, and a mission our company takes seriously. Our focus is on creating great places to live. Hunt works with the best land planners, architects and community designers to provide quality communities with community centers, parks and amenities that rival those outside the gate.

Hunt has nearly 40,000 current units owned in 20 states throughout the U.S. in partnership with the Department of Defense. In the course of our history, Hunt has been responsible for more than 70,000 total military homes built totaling $5.5 billion in total development costs and over $7 billion in construction costs.

MOVE-IN

Your Resident Specialist will contact you once a home is available. Once the offer is accepted, you will meet with your Resident Specialist to sign the lease and review all Community Policies and Procedures. On the Move-In date, the resident will be given a housing orientation. The orientation consists of a walkthrough of the home and instructions on the operation of appliances and the locations of all thermostats, smoke detectors, circuit breakers/fuse boxes and water shut-off valves. A Move-In Condition Form will be completed at the end of the orientation.

MOVE-OUT AND TERMINATION PROCEDURES

The Lease may be terminated by the Resident, or Management, under the following conditions:

a. At retirement or separation (including disciplinary separation), provided that you give Management at least thirty (30) days written notice prior to the date that you intend to vacate the unit. Any requests for retention of quarters post retirement or separation must be provided to Management in writing sixty (60) days prior to the effective date of retirement or separation with a copy of the retirement or separation orders, and will be considered on a case by case basis. If the Resident is allowed to retain quarters after retirement or separation, rent due will change to market rent for the unit.

b. Prior to PCS (Permanent Change of Station) unless orders authorize retention of the unit. A copy of the orders must be provided to Management along with written notice of your intent to vacate at least thirty (30) days prior to the date you intend to terminate your occupancy. In the event your orders authorize retention, you must provide a written request to retain your quarters with a copy of your orders.

You may no longer be eligible for the unit, and your Lease could be terminated if

a. You or other family members engage in repeated misconduct.

b. You or other family members repeatedly fail to control pets.

c. You accumulate three (3) or more Lease violation notices. You may voluntarily terminate your Lease and move from the community at the expiration of any Lease term, provided you give Management at least thirty (30) days prior written notice.

Pre-Termination Inspection

Upon receipt of Notice of Intent to Vacate, the Pre-Termination Inspection will be scheduled. Residents must participate in this inspection. A Management staff member will conduct the inspection, provide the Resident with a copy of the Move-Out Cleaning Checklist and indicate the items, if any, that must be corrected prior to moving out.

Final Inspection

The final inspection will consist of checking for preventive maintenance items, damages and cleanliness. Management will conduct the final inspection in the presence of the Resident(s) unless extenuating circumstances prevent the Resident from attending. In the event the Resident is unable to attend the inspection, he/she may have another military member stand in for him/her as a witness. Once the unit has been inspected and charges ascertained (if any), final move-out processing will take place in accordance with Management procedures. Monies owed must be brought current prior to departure. A forwarding address must be obtained prior to the Resident's final departure so that all necessary documents can be properly forwarded.

RENTER'S INSURANCE

We are encouraging all residents to obtain basic renter's insurance based upon the amount of property or liability coverage needed to protect their own interests.

RENT PAYMENT/BAH

Residents residing in the Family Housing Community will release their BAH to HBC Property Managers, LLC. All necessary documents will be executed by the Resident enabling the Defense Finance and Accounting Service (DFAS) to make monthly payments equal to the BAH rate to Management. The residents will also agree to take no action to terminate such automatic payments without making arrangements with Management. Rent will continue to equal the entire BAH rate as adjustments are made for periodic increases/decreases or for promotions/demotions.

UTILITIES

Acceptance of residency within the Family Housing Community assumes the Resident understands and will be responsible for any monthly utility costs pertaining to gas and electric. Residents who use energy conscientiously should experience no out-of-pocket expenses over the course of a year.

OCCUPANTS AND GUESTS

To assure quality service and amenities, the number of occupants per home will be limited to two individuals per bedroom. A newborn under the age of 6 months will not be included in occupancy

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

Immediate relatives of Resident as defined in the lease agreement may be considered normal Residents of household and are not "Social Visitors," regardless of period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 30 days. The Resident agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two days. Visitation period for all other guests is limited to two weeks per visit. Special situations, such as temporary custody, should be referred to management and will be handled on an individual basis. The owner reserves the right to control the entry into the community by the Residents' guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors, and/or salespeople and may prohibit from the dwelling or community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating community policies.

MAINTENANCE

OFFICE HOURS

The Community Maintenance Office maintains the same office hours as the Management Office.

Hours: 8:00 a.m. - 5:00 p.m., Monday through Friday

MAINTENANCE SERVICE REQUEST

Emergency

Emergency service calls consist of correcting failures in service or facilities which endanger residents or property. Emergency calls are responded to within 30 minutes and completed as soon as possible.

Urgent

Urgent service calls consist of correcting failures in service or facilities which do not immediately endanger the residents or threaten damage to the property, but would soon inconvenience or threaten the health or well-being of the Residents. Urgent calls are responded to within two (2) hours and completed within twenty four (24) hours.

Routine

Routine calls are responded to within twenty four (24) hours and completed within seventy two (72) hours.

Requests of an emergency nature can be made at anytime day or night, weekends or holidays.

LOCKOUTS

If a Resident is locked out his/her residence during normal working hours, they should report to the Community Management Office. If the Resident is locked out after normal business hours, they should contact the emergency telephone number for assistance. The Resident will be charged for lock and/or key replacement in the event it was due to the Resident's negligence.

PEST CONTROL

Management will contract with a professional pest control service to treat each unit as infestation problems are evidenced in an effort to control cockroaches, clover mites, ants, earwigs, pill bugs, wasps, flies, ticks, fleas, silverfish, centipedes, spiders, termites, carpenter ants and bees, mice, and other such pests. However, it is the responsibility of each Resident to minimize potential problems by engaging in proper housekeeping habits. Pest control schedules will be published annually and distributed to each Resident. Additionally, Management will provide for the following:

a. Control of pests around the outside of the buildings including those in trees, turf, and shrubs.

b. **Other Pests:** Problems involving wasps, bees, hornets, bats, houseflies, mosquitoes, snakes, black widow spiders, rodents, ticks, lice, fleas, birds, wood destroying pests, and pests of stored food products should be reported to Management.

c. **Domestic Animals:** Stray dogs and cats should be reported to Law Enforcement.

Scheduling of Pest Control Services

Scheduling of pest control treatments is accomplished as follows:

a. Only Management can schedule units for service, and only those pest controllers authorized by Management will be allowed to provide treatment.

b. You will be given advance notice of the date your unit is scheduled for service. You must empty all kitchen and bathroom cabinets prior to the treatment and advise the pest controller of any particular or severe problems.

c. If your unit has been serviced but is still experiencing infestation problems, notify Management for a call-back treatment. It may be necessary to schedule an entire building for treatment depending on the severity of the problem.

d. Pesticides may be hazardous to infants under three weeks old, the aged, pregnant women, those with heart, liver or respiratory problems, people with allergies, or pets, tropical fish, and exotic birds. Please inform the pest controller of any such situations prior to treatment and they will advise you accordingly.

If you have a scheduling conflict, complaint, or any questions about the preparations for service, call the Community Management Office

ENERGY MANAGEMENT

Energy conservation is encouraged. Each Resident is responsible for practicing conservation and avoiding waste. The biggest energy users are (1) air conditioning, (2) water heating, (3)

appliances, and (4) lighting. We ask that you adhere to the following recommendations (without sacrificing comfort):

Heating

Set thermostats to 65-70 degrees. If your unit will be vacant for an extended period of time, turn thermostats back to the lowest setting (but not lower than 50 degrees) to prevent water lines from freezing. You should inform the Community Management office of your extended absence so that the unit can be checked, if necessary.

a. Windows and entry doors should be closed when the furnace is in operation. Never open a window in the room where the thermostat is located when the furnace is in operation. Ensure outside doors are left open no longer than is necessary.

b. Report broken windows to Management immediately so that repairs can be made.

c. Keep blinds open during daylight hours. The sun will provide light and warmth. Close blinds at night to minimize drafts.

d. Close off unused rooms.

e. Supply registers and recirculation grills should not be covered or circulation of air will be inadequate. Keep register and grill faces clean and dust/lint free.

f. Report missing or dirty filters to Management immediately so that replacement filters can be installed.

Water

Water is a limited and expensive resource. We ask that you adhere to the following recommendations:

a. When possible, take short showers instead of baths. Your unit is equipped with low-flow showerheads which use considerably less water per minute.

b. Use water sparingly when brushing your teeth, washing your dishes or shaving.

c. Report leaking plumbing fixtures such as toilets, faucets, and water heaters immediately to the Community Management office so repairs can be made. Faucets are equipped with aerators, and toilets are low volume.

d. Do not flush items such as sanitary napkins or disposable diapers down the toilet. Place them in the trash can.

e. Use cold water instead of hot water whenever possible.

f. Use dishwashers or washing machines only when they are full, and use cold water as much as possible. Dishes should be allowed to air dry. During times of extended absence, turn valves to washing machines off as supply hoses are prone to breakage.

Water Heaters

Temperature settings should not exceed 120 degrees. When absent for extended periods, set the controls to vacation or the lowest possible setting.

Refrigerators

If a refrigerator or freezer becomes inoperable or if the electricity is interrupted, Resident should remove perishable items and place them in an ice chest, etc., to prevent spoilage. Management is not responsible for spoilage.

a. Open refrigerator door only as necessary. Leave space between food items in the refrigerator so that air can be allowed to circulate. Clean dust off the back of the refrigerator, especially the coils, on a regular basis.

b. Check the gasket for air tightness by putting a dollar bill between the gasket and door. If the bill comes out easily, contact Management for repairs.

Air Conditioners

Set thermostats at 75-80 degrees or as high as possible without sacrificing comfort during the day. Follow guidelines identified under Heating on page 6.

Lighting

Electric lights and appliances should be turned off when not needed:

a. Turn off televisions, stereos, radios, lights, and appliances when they are not needed or being used.

b. Turn off lights in unoccupied areas during daylight hours.

c. Match lighting levels to the intended purpose or use. Use high wattage bulbs only where people read or do close work. Keep lights and fixtures clean.

Cooking

a. Use lowest possible cooking temperature. Do not preheat the oven for longer than necessary. Remember to thaw meats before cooking.

b. Use pans of the correct size, and use tight fitting covers on pots and pans.

c. Use smaller appliances instead of the oven whenever possible. Use microwaves or pressure cookers for fast cooking.

d. Remember to shut off the exhaust fan when not cooking.

Refuse Collection

Refuse will be collected three (3) times a week. There are nine (9) dumpsters conveniently located with the complex.

a. Wet refuse and kitchen waste should be securely wrapped prior to placement in the refuse container.

b. Refuse containers must be kept out of public view.

c. Residents must make sure all refuse bags are placed inside the dumpsters.

d. All boxes must be broken down

COMMUNITY POLICIES AND PROCEDURES

ALTERATIONS

Physical or structural alterations are not permitted. Porches cannot be enclosed, to include lattice work, etc.

PAINTING

Residents are NOT allowed to paint without prior written approval from Management. Without such approval, Residents will be responsible for the full cost incurred to return the residence to its original condition. At move-out, painting will be performed by Maintenance personnel. However, if at the time of move-out you want to touch-up limited areas within your unit, contact the Maintenance Office for advice as to the proper color and brand. If painting is necessitated due to negligence (beyond normal wear-and-tear) you will be charged accordingly.

Negligence includes writing on walls with magic markers, ink, or crayons, and/or any markings that require more than one coat of paint to cover. If approval was granted to paint the interior, all walls must be returned to their original color prior to move out.

APPLIANCES

Your unit comes equipped with an air conditioner, refrigerator, stove, dishwasher, garbage disposal, water heater and furnace. No privately owned appliance or equipment can be installed that will result in the capacity of the utility system being exceeded. Permission to install privately owned appliances must be obtained from Management in advance. Residents are responsible for the installation, maintenance and removal of all privately owned appliances.

CABLE TV

Basic Cable TV (CATV) outlets are installed in each residence. Resident must contact the cable provider directly to have services extended if they chose. Cable service is restricted to rooms with existing cable outlets. Extension cables are not allowed to be attached in any way.

WATERBEDS

Residents will not use or have waterbeds on the Premises unless: (i) Resident obtains a valid waterbed insurance policy (in a form and amount acceptable to Management) and provides Management with a copy of the Policy; and (ii) the bed conforms to the floor load capacity of the Premises.

HOUSEKEEPING AND GROUNDS

It is the responsibility of each Resident to keep his/her individual unit in an appropriately clean and sanitary condition and to maintain his/her individual yard free of litter and trash.

a. Patio, porch, steps, walks, yards, and driveways clean and free of litter.

b. Keep interior surfaces of windows and those exterior surfaces that are readily accessible clean.

c. Keep floors cleaned, waxed, and polished.

d. Keep stoves, refrigerators, exhaust fans, dishwashers, sinks, tubs, plumbing fixtures, and other household equipment clean.

e. Keep light fixtures and blinds clean.

f. Keep all heat and air duct grills clean.

RESIDENT ABSENCES

Residents are responsible for their residence and grounds during periods of temporary absence. You should notify Management and/or make arrangements with neighbors to periodically check your unit for fire hazards, broken water lines, and vandalism. All residents need to provide Management with a point of contact in case of an emergency when you will be absent from the unit for more than seven (7) days. You could be responsible for damages resulting from your failure to do so.

CHILD CARE

a. **Supervision:** Children should be closely supervised at all times. Children under twelve (12) years of age may not be left alone.

b. **Playgrounds:** The streets and neighbors' yards should not be used as a private playground. There are 5 playgrounds in the community for children to enjoy.

The imposition of a community-wide curfew may be established if conditions warrant.

LEASE VIOLATIONS

Lease violation notices will be issued by Management for such items as, but not limited to, excessive noise, illegal parking, unauthorized repair of vehicles, failure to remove refuse containers as specified, etc. If cited violation(s) are not corrected within 48 hours, Management reserves the right to complete corrective actions as required and bill the Resident for services rendered. An accumulation of three (3) Lease violation notices will result in possible termination proceedings or disciplinary action(s).

NOISE CONTROL/QUIET HOURS

Excessive noise is a continuous complaint. Many Residents work night shifts and sleep during the day. Please be considerate. Final determination if any noise level is excessive shall be made by Management personnel and said determination shall be binding on all parties involved.

a. **Parties:** Many complaints can be avoided by simply informing neighbors prior to having a party.

b. **Excessive Stereo and Television Volume:** Do not assume that neighbors enjoy the same type of music or television programs that you do. Please keep the volume down. If your neighbor complains that your music is too loud, it may be necessary for you to reduce the volume. Criteria guidelines used to determine excess volume levels are (1) noise/volume level inside the residence can be heard outside and (2) noise can be heard over ten (10) feet away from the source if source is outside the residence.

c. **Car Alarms:** It is understood that alarm devices protect against theft. Management asks that when you have the "sensitivity" set, you take your neighbors into consideration. Car alarms should be set so that they are not triggered by the casual passerby, thunder, lightning, etc. Car alarms are a disturbance to all Residents.

d. Creating excessive noise during times that are commonly accepted as "quiet" hours (10:00p.m. 6:00a.m.) could be used as a basis for a complaint of disturbing the peace and could result in termination of your Lease for repeated violations. Violations should be reported to the Community Management Office or to the Police.

PROHIBITED CONDUCT

Residents, other occupants, and/or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Management's agents and employees) in or near the housing community; disrupting Management's business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; or bringing hazardous materials into the community. Residents are expressly prohibited from accessing roof areas anywhere within the family housing area.

EXTERIOR

Antennas

Satellite dishes and antennas will be permitted in accordance with size, safety, and aesthetic restrictions as defined by Management and only with the prior written approval of Management, such approval not to be unreasonably withheld. A current copy of Renter's Insurance must be turned into the leasing office prior to installation of the satellite dist. Satellites may only be installed in existing flowerbeds attached to your home, resident or satellite company

representative will not remove or alter existing plants and all dishes must be on a free standing stand. All wires must be installed in a neat and orderly manner.

Once this is completed the office staff will tag the dish to show it has met all requirements. If the management staff finds a dish without the approved sticker they will inform the maintenance staff and the dish will be removed.

Fire Pits

May NOT be used on the property.

Playground Equipment

Any such equipment (swing sets, playhouses, slides, trampolines, etc.) will not be permitted.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout the housing areas and in the community recreation centers. For the safety of both residents and users, skateboarding is not authorized on roads and streets in the family housing area. Skateboarding is only authorized on sidewalks in residential areas. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of skateboarding. The use of appropriate safety and protective equipment is required.

Porches (Front Entries)

Porches will be maintained in a clean manner, free of all clutter or obstructions. Porch areas may not be used for storage. Any situation which interferes with a safe way out from the premises is a violation of Fire Codes. Items on patios should be restricted to patio furniture only. Bicycles, strollers, scooters, skateboards, etc. cannot be stored at the front of the house.

Wading Pools

Wading pools are allowed but cannot be left out over night or unattended. Such pools must be less than two (2) feet in depth and not more than eight (8) feet in width.

Yard Decorations

Residents may install seasonal decorative items such as Christmas decorations, provided they are in "good taste" for display in a family community and do not cause any permanent structural damage to the Resident's dwelling. All holiday type decorations are allowed two weeks prior to the holiday, and must be removed within two weeks following the holiday.

Yards

Front and rear yard areas must be kept clean and free of clutter. Only furniture designed for outdoor use is allowed in any yard area (no couches, armchairs, loveseats, etc.). No storage of any kind is permitted in the front yard area of the residence. Patio areas enclosed by fencing are for the private use and enjoyment of the Resident occupying the premises at which they are installed. Unfenced areas are considered common landscape areas, grounds or facilities and shall not be used for placement or storage of Resident's personal property or items.

Lawn Care and Maintenance

Is provided by the property.

VEHICLES

Insurance

Owners of motor vehicles are required by state law and military regulations to maintain liability insurance on their vehicle(s) at all times. To protect vehicles against theft and damage caused by vandalism, severe weather, or hit and run accidents, owners should maintain comprehensive and collision coverage. Insurance coverage must meet or exceed the State Law.

Parking

Residents may park only in their assigned covered parking and any uncovered parking spaces. Motorized vehicles of any kind may not park on sidewalks, porches, patios, landscape areas, rocks or in fire lanes. Parking of recreational vehicles or utility trailers in the housing area is prohibited except as specified in the "Recreational Vehicle" section on page 13. Illegally parked vehicles are subject to immediate towing/removal at vehicle owner's sole risk and expense. Management will in no way be held liable for any costs (towing, storage or damage) associated with such removal.

Registration

All vehicles must exhibit current registration and inspection in order to be parked within the Community. Vehicles with expired registration are subject to immediate towing/removal at vehicle owner's sole risk and expense.

Management will in no way be held liable for any costs (towing, storage or damage) associated with such removal.

Restrictions

a. The Resident shall not permit more than three (3) vehicles to be parked or stored at the Leased Premises unless authorized by Management in writing.

b. Repair of vehicles is not authorized at any time within the Community, with the exception of tire changes and rotation, replacing battery or other similar preventive maintenance measures. Changing of POL (Petroleum Oil Lubricants) products is strictly prohibited. Spillage or leaks of such products will be immediately removed and any materials used will be disposed of properly.

c. Inoperable, unregistered, or unlicensed vehicles parked in any housing area will be towed at owner's expense.

d. Abandoned vehicles will be towed away with towing cost borne by the owner. An abandoned vehicle is defined as one that is inoperable, left unattended, or one that is unlicensed and/or unregistered.

e. Driving of motorized vehicles off established roads is strictly prohibited within the Community.

Recreational Vehicles

Recreational vehicles are self-propelled or towed vehicles designed to be used for recreational rather than for transportation purposes.

a. Towed recreational vehicles, utility trailers, un-mounted truck camper bodies, self-propelled RV's, personal watercraft and boats will not be allowed to park in the housing area except for a 24 hour period for loading/unloading before and after use.

b. Self-propelled recreational vehicles that are used as a primary means of transportation may be parked in housing parking areas as long as there is space for the vehicle and it is indeed used. Vehicles observed in the housing areas that are not moved will be subject to citation.

c. Motorcycles, dirt bikes, go carts etc. are not allowed in the housing unit for any reason.

Speeding

Speed limits within the housing area are clearly posted at 5 miles per hour. Infractions of these posted rates are taken VERY seriously. While within the housing area, any vehicle may be stopped by Management personnel for failure to abide by posted speed limits.

PET POLICIES

Maintaining pets in the Community is a privilege, not a right, and is subject to regulation and policies as outlined by Management to provide for the health and welfare of all individuals. Pet owners who violate these provisions are subject to the forced removal of their pets from the premises or termination of their Lease. Pet owner responsibilities are set forth below:

a. **Prior to move-in:** Resident must inform Management of all pets owned, obtain approval from Management and complete a Pet Addendum along with a pet deposit.

b. **After move-in:** Resident must submit a written request to Management PRIOR to obtaining the pet, obtain approval and complete a Pet Addendum. Any Resident found to possess pets without required approval, as stated above, will be deemed in substantial noncompliance of the Lease and not eligible for approval.

All dogs and cats must be registered at the Community Management Office within seven (7) working days of arrival. All dogs and cats must be vaccinated against rabies and receive the distemper combination vaccine upon reaching four (4) months of age and annually thereafter. All dogs and cats maintained within the community are required to wear a current rabies vaccination tag. The rabies tag must be securely attached to the animal's collar and worn at all times. Pet owners should bring vaccination certificates and records when reporting for animal registration. Aquarium fish and caged birds are exempt from registration requirements.

Residents of the housing community are limited to two walking pets, whether canine or feline. Litters are to be included in this total at six months of age. Birds such as parrots, parakeets, etc., may be kept if obtained from a licensed pet dealer or domestic U.S. source that complies with current regulations established by the Department of the Interior for Fish and Wildlife. Birds of prey (eagles, falcons, hawks, etc.) and snakes are considered wild animals and will not be allowed. Farm type animals (livestock, chickens, ducks, and all animals not considered domestic pets) are not allowed. No exotic animals will be kept in family housing areas. Exotic animals are, generally, foreign or domestic wildlife or unusual wild or dangerous reptiles and birds. Examples of exotic animals are falcons, monkeys, raccoons, skunks, snakes, pot bellied pigs, and hybrid wolves. Other pets and animals not mentioned will require authorization per written request.

Prohibited canine breeds include but not limited to: American Pit Bull Terrier, American Bull Dog, Dogo Argentino, Tosa (Tosa Inu), American Staffordshire Terrier, Canary Dog (Presa Canario), Fila Brasileiro (Brazilian Mastiff), Staffordshire Bull Terrier, Cane Corso, Presa Mallorquin (Ca de Bou), Rottweilers, Doberman Pinschers, Wolf hybrids or any other breed with dominant traits of aggression. Decisions regarding whether a particular dog will be allowed in the Community will be the sole province of Management and all such decisions will be final.

Animal owners are required to provide adequate food, water, and shelter at all times. Physical abuse of animals is prohibited. Management may apprehend any animal that is suspected of being neglected or abused. Suspected cases of neglect/abuse should be reported to Law Enforcement.

Pets, when outside, must be confined to the owner's premises by a cage (dog run) or fenced patio, Dogs will not be left tied and unattended. **All dogs being exercised outdoors in the Community must be on a tethered hand leash and accompanied by the owner or a member of the family old enough to control the pet and keep leash in their hand(s) at all times.**

Dogs will be allowed to run without a leash in the baseball field located behind the office between the hours of 5:30pm and 7am but must be on a tethered hand leash while they are being led to and from the field.

Pets observed running loose in housing areas will be picked up and impounded. Pet owners who have lost an animal should contact Management immediately to inquire about missing animals. When notified by Management that an animal has been impounded, animal owners are required to claim their pet expeditiously. Stray animals should be reported to Law Enforcement immediately.

Pets must be kept under control at all times. The Resident is responsible to ensure that pets are controlled in such a manner that they do not become a nuisance or menace. Excessive barking by dogs and their defecating or urinating on playgrounds and lawn areas within ten (10) feet of any housing area are considered nuisances. **Animal waste must be promptly removed by the owner of the pet(s).** Management may apprehend any animal that is suspected of being a nuisance. Pet owners must ensure that animals do not become a nuisance to neighbors due to noise, property damage, odors, unsightliness, or infestation of quarters or other areas due to fleas.

Any dog which has a tendency to attack or molest persons or other animals will be muzzled and kept on a tethered hand leash when outdoors. Dogs that bite or chase people are considered a menace and should be reported to Management. Biting dogs that attack people or other animals or which are otherwise determined to be vicious will be removed from the premises. If you are bitten or scratched, contact Management or a proper medical facility immediately. An animal that has bitten or scratched someone will be examined at a clinic and placed in quarantine at home or at the clinic for a ten (10) day period. When the owner of an animal that has been involved in a bite/scratch incident is contacted by Management or by clinic personnel, the owner is required to transport the animal expeditiously to the clinic for examination. Vicious animals or those that have bitten or attempted to bite people will be removed from the property by the Resident or Management. Two or more sustained formal complaints about a pet or pets, either for viciousness or nuisance, may be grounds for ordering the pet(s) involved to be removed from the property. Dogs that are banned must be removed from the property within 72 hours of notification of the owner.

The commercial breeding of pets and kennel type operations are prohibited. NOTE: Pet owners are responsible for any and all expenses resulting from damage to the Premises attributed to Resident's pet, whether it involves replacement or repair. At move out, Pet owners will be charged an additional fee over and above the costs of normal carpet cleaning to treat the carpet within the premises and flea treatment. This shall be the actual cost incurred by Management to complete this process.

If a resident observes any violations stated above please contact the Management office.

FIRE PREVENTION AND SAFETY

General

Within the community, be certain not to park in areas that are marked as Fire Lanes. Residents should have a Home Fire Evacuation Plan with primary and alternate routes of escape in the event of a fire, and practice this plan as a family activity.

Gasoline Storage

The storage of gasoline or other flammable liquids is limited to three (3) gallons and is never to be stored inside of the residence. Outside storage areas should be child proof. Storage of fuel must be in an approved UL type container; glass or open containers are not allowed.

a. Never store flammable materials in the area of a hot water heater or furnace.

b. Do not store flammable materials under stairwells.

Barbecue Grills/Fire Pits

Barbecue grills should be operated by adults only. Grills must be kept away from building overhangs and porches and kept at least ten (10) feet from all combustible structures. After use, soak charcoal thoroughly in water before storing equipment or disposing of the used charcoal, etc. Always use an approved charcoal starter and never use gasoline to start any fire.

a. Liquefied Petroleum (LP) gas cylinders used to fuel outdoor gas barbecue grills must be stored outdoors at all times.

b. Ensure charcoal is completely out upon completion of grilling, and clean all charcoal and ashes from grills before storing. Never burn charcoal indoors as it produces carbon monoxide gas.

c. Fire pits are not permitted.

d. Cooled Barbecue grills must be stored on the back patio.

Clothes Dryers

Check / clean lint traps after each use, but make sure power is turned off first. Never put plastic articles in the dryer. Periodically remove the back and lift the top of the dryer cabinet to vacuum the dust accumulation from inside the cabinet.

Cooking

Never leave cooking unattended, especially when using grease or anything that produces grease. If a grease fire occurs, cover the pan with a tight lid, turn off the appliance, and call the Fire Department. Never use water! Do not attempt to move the pan. Control the fire with a Class B fire extinguisher or baking soda. Never use baking powder, flour, sugar, salt, dishwashing compound, or laundry detergent. When using electrical equipment (toasters, grills, deep fryers, etc.), maintain sufficient clearance on sides, top, and bottom from combustible materials. Unplug appliances when not in use. Cords with broken insulation can start a fire; replace appliance cords as soon as they show wear or are damaged. Keep kitchen exhaust fans clean to prevent accumulation of grease. Never place frozen items in a deep fryer.

Portable Heaters

Open coil heaters are prohibited. Do not place portable heaters near combustible or flammable type materials. Make certain that exits are not blocked with portable heaters.

Smoking

Never smoke in bed. Use safety matches or a cigarette lighter and keep them out of the sight and reach of small children. Empty ash trays in a noncombustible container and discard in the outdoor trash container after ashes are cold.

Christmas Trees

Put cut (organic) trees in a safe area of the room, away from any source of heat. Keep the tree in a container of water, sand, or moist earth and remove it as soon as possible after the holidays. Be sure artificial trees are fire resistant.

Natural Gas

Furnaces, hot water heaters, and ranges are operated by natural gas. If you detect an odor from any of these sources, contact Management immediately. Improper installation or venting of appliances can result in the production of carbon monoxide, a deadly by-product of burning natural gas.

Smoke Detectors

A smoke detector will, in most cases, provide sufficient warning of fire to allow occupants to exit the building. However, you should periodically check the detector to ensure that it is operating properly and, if not, you must notify Management immediately. **Smoke detectors that have been disarmed will subject you to a Lease violation notice.**

Extension Cords

Eliminate extension cords whenever possible. An extension cord should never exceed ten feet in length, must be free of breaks and splices, and should not be secured by nails, staples, or run through walls, windows, doorways, or under rugs or pads. An extension cord must never be smaller in wire gauge than the appliance cord it is serving, and should never service more than one fixture or appliance.

Surge Protectors

Management will not assume any responsibility for damage to appliances or equipment due to low voltage or power fluctuations. Residents are advised to use surge protectors to protect electronic equipment from damage caused by minor voltage fluctuations.

Firearms

Residents residing in the Community may keep privately owned firearms and ammunition in their homes. Individuals should not carry concealed weapons, firearms, or ammunitions and will not take them into public places.

Motorcycles, etc.

Do not store any petroleum fueled vehicle or equipment inside your unit or on the patio.

ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

Protection of our environment is an essential goal. The following procedures will, if practiced by all Residents, contribute to the attainment of this goal.

Litter Control

Although Management will police grounds on a regular basis, it is incumbent upon each family member to dispose of trash and other unwanted items appropriately in the garbage cans. Individual family members should make certain that trash and debris that has blown into their yards is also properly disposed of. Individuals who do not maintain the areas immediately surrounding his/her individual unit will be issued a Lease violation notice. You can help keep the Community clean, beautiful and litter free all year round by following these easy steps listed below:

a. Use tightly covered trashcans. Bag and tie all garbage and trash bags. Don't leave them sitting out for pets, wild animals or the wind to ravage. Place trash inside dumpsters and close doors to prevent blowing waste. By disposing of garbage in a sanitary manner, conflicts with coyotes, rodents and other wildlife are reduced.

b. Put a litterbag in your car, and use it! Don't pitch cans, cigarette butts, papers, bottles, or other trash out the window.

c. Hold on to your litter until you reach a trash receptacle. Litter draws other litter, so make sure your home and work site are litter-free.

d. Cover or tie down loads in trucks and trunks so that trash and debris doesn't blow or fall out.

e. Coordinate cleanup projects for your neighborhood.

Recycling

Reuse everything you can. Reuse materials to squeeze more value from them and waste less. Disposable cleaning cloths, diapers, cameras, razors and other items are convenient but they don't just "go away". Think about things that you use every day that could be replaced with longer lasting, more durable materials. For example:

a. Choose returnable containers over recyclable ones.

b. Reuse plastic or glass containers for storage.

c. Substitute reusable sponges or cloths for disposable paper towels, napkins and tissues.

d. Save and reuse envelopes, boxes and packing materials you receive in the mail.

e. Reuse file folders by turning them inside out or sticking on a new label.

f. Reuse paper for writing out notes, shopping lists, and other memos.

g. Donate clothing to neighbors or institutions for reuse.

h. Share, borrow or rent items you don't use very often (tools, lawn mowers).

i. Keep reusable coffee mugs at work and home for yourself and guests.

Petroleum Oil Lubricants (POL) Disposal

Did you know that one quart of motor oil, when completely dispersed, can contaminate as much as two million gallons of drinking water? Oil disposed of on the ground can be toxic to plants and animals. Antifreeze is extremely toxic to pets and wildlife and should never be disposed of on land or water.

- POL will not be disposed of in trash containers, sinks, storm drains or on the ground. Do-it yourselfers should collect used motor oil and take it to a local service station or center that recycles it.
- No POL of any kind will be changed in any area within the housing community.
- Antifreeze will be disposed of properly, not flushed down the toilet. Do not dump down the sink, tub or storm drain because of the potential for contaminating food and drinking water.
- Report spills to Management Office.

Personal Owned Vehicle (POV) Washing

You are asked to not wash POV on the property.

Community Residents are expected to:

a. Maintain their units in a manner that will deny access, harborage and sustenance to pests.

b. Ensure that windows and doors are screened and fit properly and notify Management when deficiencies are evidenced.

c. Ensure that holes or cracks that permit access are promptly reported and repaired.

d. Ensure that excessive clutter such as debris, weeds, dead leaves, pet droppings, trash, etc., is regularly removed.

e. Store food, especially starchy or fatty foods and pet foods, in pest proof containers.

f. Promptly clean up spilled food, crumbs, drink, or pet droppings.

g. Clean kitchens after each meal, especially in areas where grease accumulates (drains, vents, ovens, and stoves).

h. Wash or submerge dirty dishes in soapy water before retiring for the evening.

i. Empty garbage and cat litter box regularly.

j. Prevent unnecessary accumulation of soiled clothing, rags, corrugated paper boxes, newspaper, empty cans, empty bottles and paper grocery bags in kitchen, baths, and laundry rooms.

k. Have leaks and dripping faucets repaired promptly.

l. Wipe or mop dry kitchen and bathroom surfaces before retiring.

m. Keep all pesticides out of the reach of children.

n. Cooperate fully with pest controllers in scheduling of treatments and preparation of areas to be treated.

o. Make a sincere effort to control minor infestations of nuisance pests before seeking Management assistance.

p. Refrain from using electronic "Bug Lights" (these are not authorized and are largely ineffective against harmful insects).

q. If your unit becomes infested, please notify Management immediately.

r. In addition to the regular service, all units will be inspected and treated prior to a change-of occupancy.

Pool

a. No Lifeguard on Duty: All persons using pool do so at their own risk. Owner and Management are not responsible for accidents or injuries.

b. Children under the age of 14 must be supervised by a responsible person over the age of 18.

c. The pool is for the private use of Residents and their Guests only. Resident may have no more than two (2) Guests.

d. All swimmers must take a cleansing shower before entering the pool

e. The pool capacity (maximum number of swimmers allowed in the pool) is posted at the pool.

f. Management reserves the right to close the pool during inclement weather.

g. Management reserves the right to deny use of the pool to anyone at anytime.

h. No running, boisterous or rough play is permitted.

i. Children, three years old and younger, as well as any child not potty trained must wear snug fitting plastic pants or a water resistant swim diaper.

j. Any person having skin, eye, ear or respiratory infections, open lesions, cuts/wounds or communicable illness is prohibited from using the pool.

k. Pool pass must be present at all times.

School Bus Stops

The following rules must be observed at all school bus stops:

a. Parents are encouraged to supervise their children to, from and while at the bus stop

b. Arrive ten minutes before bus pickup

c. Do not stand on the road

d. Be respectful and watchful of traffic

e. Wait quietly and in an orderly manner.

f. Students are expected to respect surrounding property, such as mailboxes, grass or landscaping at the bus stop while waiting for the bus and leave the bus stop location clean of any litter

Mailboxes

If residents want to post flyers the mailboxes it must have the management's approval and property stamp on the posting. All other items will be removed. Also, posting of flyers, announcements, advertisements, etc on light poles or sign posts is prohibited.

IMPORTANT PHONE NUMBERS

Below is a list of pertinent phone numbers you may need while living at the Community.

Community Management Office	361-747-6300
Community Maintenance Office	361-747-6300
Base Housing Office	361-516-6498 / 361-516-6448

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DISPUTE RESOLUTION PROCESS



OWNER'S INFORMAL DISPUTE RESOLUTION PROCESS

As a valued resident of our community, your concerns are very important to us. This is why a multistep dispute resolution process has been established to address Tenant concerns and any disputes relating to the Lease. The first step for resolving disputes is included in the Owner's two-part Informal Dispute Resolution Process below; and, if the Owner's two-part Informal Dispute Resolution Process does not resolve the dispute to your satisfaction, you have the right to elevate your concerns to the MHO and pursue the Government Dispute Resolution Process as set forth in the Universal Lease as incorporated into our Active Duty Tenants' current leases through HMC's Community Guidelines and Policies, which you will find copied below.

The Owner's two-part Informal Dispute Resolution Process is available to you so that your concerns are elevated to the appropriate HMC team members to ensure a thorough review of your concerns and a timely response. 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 process:

1. **Submit a complaint online using the Owner Approved Form:** To initiate the Owner's Informal Dispute Resolution Process, you must:

    a. Prepare and submit an online complaint using the Owner approved form for review by the Community Director. The form allows you to describe the complaint in detail, provide adequate supporting information and documentation (i.e., complete description of the issue, photos, invoices, estimates, etc.), and detail what specific steps we might be able to take to address your concerns. This form is available and must be submitted online at ***https://riskonnecthunt.force.com/Dispute/s/***. Once your complaint is submitted, you will receive an email confirmation including your dispute resolution number. Should you lack the means by which to submit your complaint electronically, please contact your Community Director for further assistance. For all other questions, please contact your Community Director.

    b. 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.

    c. Allow your Community Director up to five business days from the receipt of your online complaint to fully evaluate your concerns and respond.

    d. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Community Director has responded to your complaint.

2. **If you are not satisfied with the Community Director's response to your complaint:** You may elevate your complaint to the Regional Director of Operations, by:

    a. Making a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.

    b. You will receive an email from the Owner's Informal Dispute Resolution portal containing the Owner's approved Regional Level Request Form. Prepare and submit

the Regional Level Request Form online. Once your Regional Level Request Form is submitted online, you will receive an email confirmation. Please contact your Community Director with any questions.

c. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint such that we may try to resolve it to your satisfaction.

d. Allow the Regional Director of Operations up to ten business days from the receipt of your online request to review, evaluate and respond to your complaint.

e. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Regional Director of Operations has responded to your complaint.

If you are not satisfied with the Regional Director of Operation's response to your complaint: You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

GOVERNMENT 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 by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through Informal Dispute Resolution Processes set forth by the MHO; 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, which includes utilizing the 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 the Universal Lease Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, "Request Form for Dispute Resolution Process"), available from the MHO, and submit it to the MHO 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 (not to exceed 60 calendar days), 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 MHO shall review the request and take the following action:

      (i) If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.

      (ii) If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO 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 MHO 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 MHO 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 MHO's receipt of an administratively complete Request Form for 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 (not to exceed 60 calendar days), 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 MHO 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 MHO 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 MHO'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 MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO 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 to Owner or 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 MHO 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. 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 or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

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EXHIBIT A — REQUEST FORM FOR FORMAL DISPUTE RESOLUTION PROCESS

REQUEST FORM: GOVERNMENT FORMAL DISPUTE RESOLUTION

1. **Tenant Name (Rank, Last, First):**

   _____

2. **Premises Address (Street, City, State, Zip):**

   _____

3. **Tenant Contact Information:**
   - **(a)** Phone # (Home/Cell): _____
   - **(b)** Email: _____

4. **Owner Company Name:** _____

5. **Owner Contact Information:**
   - **(a)** POC Name (Last, First): _____
   - **(b)** Phone # (Home/Cell): _____
   - **(c)** Email: _____

6. **Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

   _____

   _____

   _____

   _____

7. **Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

   _____ Tenant requests full Rent segregation in the amount of $ _____ per month, or

   _____ Tenant requests partial Rent segregation in the amount of $ _____ per month.

8. **Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.**

Name: _____ Signature: _____ Date: _____

(TO BE COMPLETED BY THE MHO)

This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to $ _____ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.

Name of MHO Representative: _____ Date: _____

Signature: _____

SAMPLE