



KIRTLAND

HUNT MILITARY COMMUNITY



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Community Guidelines

HBC Property Managers, LLC, d/b/a Hunt Military Communities, and Kirtland Family Housing welcome you and your family to your new home. Please read this document carefully and keep it handy for quick reference. If you have any questions, please feel free to contact the Kirtland Family Housing office during normal office hours, 0800-1800 at 505-551-3855. Please note Wednesday office hours are 0930 to 1800. We are ready to assist you and to answer any questions that you may have. As you know, pleasant community living depends largely on cooperation and understanding throughout the Kirtland Family Housing area. It is our intent to make your stay with us an enjoyable one.

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REFUSE & RECYCLE COLLECTION

Each resident will be encouraged to adhere to the following instructions regarding refuse placement and collection procedures:

- a. Wet refuse and kitchen waste should be securely wrapped prior to placement in the refuse container.
- b. Place leaves and grass clippings in sealed plastic bags inside the refuse containers.
- c. Any boxes too large for your container must be broken down.

Residents will be encouraged to participate in the Kirtland Family Housing Recycle Program as an alternative to waste disposal. Materials typically accepted for recycling are cardboard, newspaper, white paper, colored paper, computer paper, computer tabulating cards, plastic bottles and tin-aluminum cans.

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 three (3) days. You could be responsible for damages resulting from your failure to do so.

NOISE CONTROL\QUIET HOURS

Many Residents work night shifts and sleep during the day. Please be considerate.

Parties

Many complaints can be avoided by informing your neighbors prior to having a party.

Excessive Stereo and Television Volume

Do not assume that your 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.

Car Alarms

We understand that you may need alarm devices to protect your car against theft. We ask 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.

Creating excessive noise during times that are commonly accepted as "quiet" hours (2200-0600) could be used as a basis for a complaint of disturbing the peace and could result in termination of your Lease for repeated violations.

Final determination if a noise level is excessive shall be made by Management personnel and shall be binding on all parties.

ENERGY MANAGEMENT

Energy conservation at Kirtland Family Housing 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 at 55-60 degrees at night and 65-70 degrees during the day. 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 Management office or a neighbor 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. Ensure outside doors are left open no longer than is necessary.
- b.** Storm windows and doors will be in place during heating season.
- c.** Report broken windows to Management immediately so that repairs can be made.
- d.** Keep blinds open during daylight hours. The sun will provide light and warmth. Close blinds at night to minimize drafts.
- e.** Close off unused rooms.
- f.** 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.
- g.** Keep garage doors closed.
- h.** Report missing or dirty filters to Management immediately so that a 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 Management office so that repairs can be made. Your faucets will be equipped with aerators, and your toilets will be 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 your refrigerator or freezer becomes inoperable or if the electricity is interrupted, you should remove perishable items and place them in an ice chest, etc., to prevent spoilage. Management is not responsible for spoilage that could have been prevented.

- 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, 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 in paragraph 1, page 2, Heating.

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 pressure cookers for fast cooking.
- d. Remember to shut off the exhaust fan when not cooking.

FIRE PREVENTION AND SAFETY

General

Within the community, be certain not to park in areas that are marked as Fire Lanes. You should have a home Fire Evacuation Plan with primary and alternate routes of escape in the event of a fire.

Practice your plan as a family activity. In case of an emergency, dial 853-9111 from your home or cell phone for KAFB on base responders.

Gasoline Storage

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

Barbecue Grills

Barbecue grills should be operated by adults only. Grills must be kept away from building overhangs and porches and kept at least fifteen (15) 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. All liquefied petroleum (LP) gas cylinders used to fuel outdoor gas barbecue grills must be stored outdoors at all times. 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.

Clothes Dryers

Check and clean dryer lint traps after each use, but make certain 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.

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.

Power Tools

Lawn mowers, edgers, etc, should not be refueled while the motor is running. Equipment should have sufficient time to cool down before refueling. Store power lawn mowers, motor bikes, etc., in a well-ventilated place.

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. It is the policy of Kirtland Family Housing to test each unit for carbon monoxide on an annual basis.

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.

POL

Do not store any POL products, containers, fueled vehicles or equipment inside your unit or on the patio (if applicable).

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 of Kirtland Family Housing 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 provided. Individual family members should make certain that trash and debris that has blown into their yards are 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 Kirtland Family Housing community clean, beautiful and litter free all year round by following the easy steps 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 clean-up projects for your neighborhood.

Waste Control

Rubbish, trash, garbage, solid waste. These are all terms for waste that is discarded from home, offices, schools, and other locations every day. There are many things you can do to help eliminate the garbage glut.

Reduce the amount of garbage you create:

- a.** Don't buy over-packaged goods.
- b.** Switch from disposable diapers to cloth diapers or a diaper service.
- c.** Buy products packaged in cardboard rather than plastic foam.
- d.** Use your own reusable bags. Ask for paper rather than plastic bags.
- e.** Use reusable tableware instead of disposable.
- f.** Avoid one-use consumer items like disposable razors, cigarette lighters, cameras and non-rechargeable batteries.
- g.** Buy non-perishable items in bulk. Purchase items such as milk or carbonated beverages in returnable containers.
- h.** Buy items made from recycled materials.
- i.** Use cloth rags and napkins rather than the disposable variety.
- j.** Be careful about buying plastic products labeled "biodegradable". Many break down only in sunlight and some break down into toxic materials.
- k.** Look for other things you can do to reduce the amount of waste.

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.

- a. POL will not be disposed of in trash containers, sinks, storm drains or on the ground. No POL of any kind will be changed in any POV component within the housing area.
- b. 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.
- c. Report spills to Management Office.

Personally Owned Vehicle (POV) Washing

You are asked to limit POV washing at your unit to no more than once per week. In order to conserve water, please do not allow water hoses to run continuously.

Non-Toxic Alternatives

Many toxic and hazardous chemicals are used in homes throughout the United States for various household chores and pest control. We encourage family housing Residents to read the labels on cleaning solutions, paints, and other household items so that you know what types of chemicals you are purchasing and how to dispose of any excess material. Traditional cleansers based on natural products will usually clean just as effectively as harmful, fast-acting chemicals. Some non-toxic alternatives to commonly used household items are as follows:

- a. **Furniture and Floor Polish.** Use commercial products that contain lemon oil and beeswax in a mineral oil base.
- b. **Toilet Bowl Cleaner.** A strong solution of a natural acid, such as vinegar, will remove most lime scale without polluting water.
- c. **Glass Cleaners.** First of all, do not wash windows when the sun is shining directly on them; the cleaning solution will dry too fast and streak. To cut dirt, mix 2 tablespoons of borax or baking soda in 3 cups of water and spray onto the glass using a pump sprayer; or, use a mixture of vinegar and water for window cleaning. If you use a "squeegee", similar to the kind used in gas stations to clean windshields, your windows will not streak.
- d. **Laundry Detergent.** Soak in cool water any particularly dirty items before you throw them into the washing machine to avoid using harsh chlorine bleaches that could pollute the water. For hand-washing, use a bar of soap and small amounts of baking soda dissolved in hot water. For washing machines, use phosphate-free powders.
- e. **Drain Cleaners.** To keep your drains open, clean, and odor-free, never pour liquid grease down a drain, and always use the drain sieve. Once a week, mix 1 cup baking soda, 1 cup salt, and 1/4 cup cream of tartar. Pour 1/4 cup of this mixture into the drain followed by a pot of boiling water. Your drain should remain open and odor-free. In the event the drain becomes clogged, pour 1/4 cup baking soda, followed by 2 cup vinegar. Close the drain until the fizzing

stops, and flush with boiling water. If you are unable to unstop a clogged drain, contact Management Office at telephone number 929- 8988.

- f. Air Fresheners.** Open the window or use an exhaust fan as a natural air freshener. Or, simmer a small amount of cinnamon, orange peel, and cloves on the stove or in a small ceramic saucer over a candle to give your home a pleasant fragrance. Fresh-cut flowers will also pleasantly scent your home. An open box of baking soda will help absorb odors in the refrigerator and sprinkling baking soda in the garbage can or a diaper pail will do the same.
- g. All-Purpose Cleaner.**
Try the following recipe for all-purpose cleaning:
1 gallon hot water \ 1/4 cup sudsy ammonia 1/4 cup vinegar \ 1 tablespoon baking soda
- h. Paint Remover.** Instead of paint remover, sand off old paint. (Wear goggles and a respirator).
- i. Paint.** Use latex paint rather than oil-based paint.
- j. Use all of a substance before throwing away the container.** Buy the size container you need for the job. Donate excess material, such as paint, to neighbors, churches, or others that might need it. Wear gloves, eye protection, or other safety equipment and use according to the package directions. Dispose of empty containers as indicated on the label.

PEST CONTROL SERVICES

Kirtland Family Housing contracts with a professional pest control services at Kirtland Family Housing. At least twice a year, common areas and unit exteriors receive preventive treatments to control pests. Also, unit interiors are treated at turnover as required, or as infestation problems are evidenced. It is the responsibility of each Resident to minimize potential problems by engaging in proper housekeeping habits. Additionally, Management will provide for the following:

- a.** Control of Pests Around the Outside of buildings including those in trees, turf, and shrubs.
- b.** Other Pests: Problems involving wasps, bees, hornets, bats, houseflies, mosquitoes, snakes, black widow spiders, rodents (other than mice), 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.

Residents of Kirtland Family Housing 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 and 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.** Absolutely nothing is to be stored in the closet outside your patio. This is for Furnace and Hot Water Heater only!
- s.** In addition to the regular service, all units will be inspected and treated prior to a change-of-occupancy.

Scheduling of Pest Control Service(s)

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 he will advise you accordingly.

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

GROUNDS

Vehicles of any and all types (cars, trucks, motorcycles, four wheelers, trailers, etc.) are prohibited from driving or parking anywhere except paved roads, driveways or garages. This restriction includes Residents, other occupants and guests.

- a. Thousands of dollars are spent each year on planting and maintaining grass, trees, and shrubs. Vegetation is particularly susceptible to damage when the ground is wet. Vehicles rip out the grass leaving unsightly ruts. Natural salts then creep into these damaged areas making it difficult for new vegetation to grow. Even if grass is sown it takes 2-3 years for a new planting to become established.
- b. Trees are precious and important for many reasons. Trees provide oxygen and absorb many pollutants. They can reduce cooling costs in the summer and heating costs in the winter because of the shade and wind protection they provide. Trees are important for wildlife, and they are things of natural beauty. Not only should you avoid running over trees, but driving close to them compacts the soil and thereby limits the amount of air that can get to the roots causing what little water we have to run off. Additionally, keep children from climbing on small or newly planted trees; the child's weight can break off branches on small trees.
- c. The loss of vegetation is not only unsightly, but it also contributes to wind and water erosion of soil. This puts dust in the air (and into your home) and dirt into storm drains (clogging them and preventing water from being carried away during times of rain or snow).

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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://riskconnecthunt.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: _____