



DELUZ

HUNT MILITARY COMMUNITY



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Community Handbook

Welcome to Your Home and Your Community

Hunt Military Community is delighted to have you and your family with us, we're honored you've chosen De Luz Family Housing. We believe the Hunt Companies name is your guarantee of a quality home and unsurpassed service. It is our goal each and every day to treat you with respect, value your time and work hard to make your home trouble-free and enjoyable.

The Community Handbook has been designed to familiarize you with the services available to you and the rules and regulations to help make this community a comfortable, friendly and welcoming place for all. We hope you'll find this handbook a valuable resource, but if you require additional information, please feel free to contact your Community Management Office during normal office hours, Monday through Friday 8:00 AM – 5:00 PM.

Sincerely,

Hunt Military Communities

De Luz Family Housing

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GENERAL LEASE INFORMATION

PRIVATIZATION

HBC Property Managers, LLC, d/b/a Hunt Military Communities (Management), in partnership with the Military, is dedicated to providing you with the highest possible level of service, attention and care.

COMMUNITY MANAGEMENT OFFICE

The De Luz Family Housing Office is located at 10 Marine Drive.

Generally our office hours are 8:00am to 5:00pm. However, we adjust our hours based upon customer needs. To confirm, please call the number listed below.

Phone:	760.281.2900
Fax:	760.385.4841
After Hour Maintenance:	760.281.2900 *Please note, this is for maintenance emergencies ONLY.
E-mail:	DeluzHousing@HuntCompanies.com
Website:	DeluzFamilyHousing.com

De Luz Associates are here to assist you with any questions or concerns you may have. Please feel free to stop in at any time. If you are unable to come in during regular business hours, we'll be happy to arrange an appointment time that will meet your needs.

Fitness & Business Centers are open during office hours.

Pool is open 11:00am to 7:00pm during seasonal months (Spring through Fall).

EMERGENCY TELEPHONE NUMBERS

Military Police- Provost Marshall's Office (PMO)	911 760.725.3888
PMO Non-emergency	760 725.5106, 760.763.2077

The Provost Marshal is responsible for law enforcement and physical security activities for Marine Corps Base, Camp Pendleton. The provost is a special staff officer to the Commanding Officer, Marine Corps Base, Camp Pendleton, under the staff cognizance of the AC/S Security and Emergency Services.

PMO Administration and Services Offices Mon-Fri: 7:30 a.m.- 3:30 p.m. Operations and Investigations is open 24 hours.

Fire Department	911
To report emergencies online:	http://entry.inspironlogistics.com/camp_pendleton/wens.cfm
Poison Control	800.876.4766
Child Protective Services (CPS)	800.344.6000

KEYS / ENTRY DEVICES

All keys or entry devices issued must be returned upon move-out. If a key is not returned, lost or stolen you will be charged a replacement cost of \$2.50. If a garage remote is not returned, lost or stolen you will be charged a replacement cost of \$30.00.

RENT PAYMENT / BAH

Resident's residing in the Family Housing Community will release their BAH to Hunt Building CO, De Luz Family Housing. All necessary documents will be executed by the Resident enabling the Defense Finance and Accounting Service (DFAS) to make the 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 BAH rate as adjustments are made for periodic increase/decrease or for promotions/demotions.

For Service Members in the Marines: You are responsible for filling out an action Form which entitles you're BAH to be paid directly to De Luz Family Housing. You will not be required to pay a security deposit and your rent will be due in arrears.

For Service Members in the Army, Navy, Air Force & Coast Guard the rent is paid by Allotment. You will see your BAH on your LES as an entitlement and as a payment to De Luz Family Housing. The advantages of payment by Allotment are that you will not be required to pay a Security Deposit and your rent will be due in arrears.

Example: your January rent is received on February 1st. (Rent=BAH, BAH=Rent)

**Note, there may be a slight chance based on your move-in date that your BAH may be deposited into your checking account along with your Basic Pay. If this happens, your BAH will be deducted from your next Basic Pay. This can be detected when you notice a higher amount than usual has been deposited into your account.*

OCCUPANTS AND GUEST

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 military personnel who are head of households and whose immediate family (spouse and declared family members) exceeds the two-person-per-bedroom rule. The waiver of occupancy limit does not include extended family members (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.

Guests are limited to 5 days to visit. 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 14 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 dealt with on an individual basis. The owner reserves the right to control the entry into the community by the Resident's guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors, and/or salespeople and may prohibit from the dwelling or the community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents, or violating community policies.

MOVE-OUT AND TERMINATION PROCEDURES

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

- a.** At the 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 request for retention of quarters post retirement or separation must be provided to management in writing within 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 home, and your Lease could be terminated if:

- c.** You are in material noncompliance with the terms of the Lease.
- d.** No family members continue to reside with you (excluding SNCO service members).
- e.** You or the family members engage in repeated misconduct.
- f.** You accumulate three (3) or more Lease violation notices.

You may voluntarily end your Lease and move from the community at the expiration of any Lease term, provided you give Management at least thirty (30) day written notice.

Pre-Inspections

Upon receipt of Notice of Intent to Vacate the Pre-Inspection will be scheduled. A resident must participate in this inspection. A 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 home 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.

COMMUNITY & HOME MAINTENANCE

MAINTENANCE SERVICE REQUEST

For faster service, submit maintenance request online at DeluzFamilyHousing.com, then:

1. Click on **Resident Area** on top right corner
2. Begin typing request in indicated areas
3. Simply click **Send** at the bottom!

Please note: If you have a service emergency, call the Management office right away.

EMERGENCIES

Emergency service calls consist of correcting failures in service or facilities which endanger residents or property. Emergency calls are responded to within one (1) hour and completed within twenty-four (24) hours.

Urgent

Urgent service calls consist of correcting failures in service or facilities which do not immediately endanger the resident 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 four (4) 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.

Request of an emergency nature can be made at any time day or night, weekend or holidays. In the meantime, here are a few guidelines for handling some possible problems:

1. Fire

In your home:

- Immediately leave your home, then CALL 911

In a neighboring home: CALL 911

- Close all the windows and doors, and leave the home.
- Help direct fire department upon arrival.
- Call management Office.

2. Electrical

- Determine if there is an area power failure.
- Check your circuit breakers. Turn them all to the "OFF" position then turn to the "ON" position.
- Call Management if an area power failure is not evident and step two does not restore power.

3. Plumbing (*Stoppage or overflow*)

- Turn off the "shut off" valve nearest the fixture.
- Do not use fixture.
- Call Management Office.

Moisture and Mold

As a part of our commitment to provide a well-maintained community, we need your assistance to eliminate conditions in your home that may lead to water infiltration and /or moisture buildup. When moisture is present in any home, mold may grow and accumulate. Because mold cannot grow without a moisture source, following these simple steps may minimize moisture buildup in your home and discourage the growth of mold.

Please contact the Management Office IMMEDIATELY to report:

- Any water leak, flooding or persistent excessive moisture in your apartment, storage room, garage or any common areas,
- Any stains, discoloration, mold growth or musty odor.
- Any malfunction of your heating or air conditioning system.
- Any cracked or broken window.

HOME MAINTENANCE

Properly ventilate and de-humidify your home:

- When doors or windows are **closed**, keep your air conditioning on "**Auto**" or "**On**" at all times. Turning the system "**Off**" when doors and windows are closed can under certain circumstances, result in humid conditions that can lead to mold growth.
- When doors are open, turn your air conditioner "**Off**". Leaving your air conditioner "**On**" with doors and windows open can lead to mold growth. Note that in heating season, windows may be partially open for ventilation with the furnace in the "**On**" position.
- To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment.

- Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the Summer
- Do not block or cover any heating /ventilation/air-conditioning diffusers, grills and/or thermostats with furniture, wall hangings, etc.
- Excessive use of a humidifier can contribute to conditions favorable for moisture build-up and mold growth

Maintain a clean environment in your home:

- Regularly vacuum and clean your home using household cleaners.
- Follow your community guidelines on house pets and clean up pet accidents immediately and thoroughly.
- Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces.
- Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.

Prevent moisture buildup in your bathroom:

- Use the exhaust fan (if any) when bathing/showering and keep the shower curtain in the tub and /or fully close the shower door.
- When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run or open a window, until all moisture on the mirrors, bathroom walls and tile surfaces have evaporated.
- Hang up bath towels and mats to dry completely.
- Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
- Dry any excess moisture on bath/shower and sink fixtures.

Prevent moisture buildup in your laundry closet if you have a washer/dryer:

- Call your Management Office to report condensation in the washer and dryer closet. Dry any condensation that does gather.
- Use the dryer to dry the bulk of your laundry. While a small rack may be used for delicate clothing articles, extensive use of drying racks can create humidity that may lead to moisture problems. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air.
- Ensure that your dryer vent is properly connected and clear of any obstructions.
- Clean the lint filter after every use.

Prevent moisture buildup in your closets:

- Do not overfill closets or storage areas with clothes or other soft goods.
- Do not allow moist or damp stacks of cloth material to lie in piles.

- Leave your closet door ajar during the summer months.
- Dry wet shoes, coats, clothes and umbrellas before storing.

LOCKOUTS

If Resident is locked out of your 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. In addition, after three (3) lockouts per specific address, a standard automatic lock out fee of \$25.00 will be charged for further after hour's lockouts at that address, paid by Check or Money Order at time of re-entry.

PEST CONTROL

Management will contact with a professional pest control service to treat each unit if infestation problems are evident in an effort to control cockroaches, clover mites, ants, earwigs, pill bugs, wasps, flies, ticks, fleas, silverfish, centipedes, spiders, termites, carpenter ants, bees, mice, and other such pest. 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:

- Control of pests around the outside of the buildings including those in trees, turf, and shrubs.
- 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.
- Domestic Animals:** Stray dogs and cats should be reported to :

The Camp Pendleton Animal Shelter located in the area 25, Bldg. 25132

Mailing Address: PO Box 555051 | Camp Pendleton, CA 92055

Phone Number: 760.725.8120

- Wild Animals:** Problems involving snakes, skunks, coyotes, and other animals stray from their natural habitat should be reported to :

The Game Warden

Chief – 760.725.4191 Deputy Chief – 760.763.6681

Scheduling of Pest Control Services: Scheduling of pest control treatments is accomplished as follows:

- Only Management can schedule homes for service, and only those pest controllers authorized by Management will be allowed to provide treatment.
- You will be given advanced notice of the date your home will be 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 home has been serviced but it 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 elderly, pregnant women, those with heart, liver or respiratory problems, people with allergies, animals, 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 thermostat to 65° F - 70° F. If your home will be vacant for an extended period of time, turn thermostats back to the lowest setting (but not lower than 50° F) to prevent water lines from freezing. You should inform the Community 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 heater 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. Report broken windows to Management immediately so that repairs can be made.
- c. Keep the blinds open during daylight hours. The sun will provide light and warmth. Close the 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 registers and grill faces clean and dust/lint free.
- f. Keep garage doors closed.
- g. Report dirty or missing 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 home 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 if possible.
- f. Use dishwashers and 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 setting should not exceed 120° F. 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 that could have been prevented.

- a. Open refrigerator doors 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 between the gasket and door. If the bill comes out easily, contact Management for repairs.

Air Conditioners

Set thermostat at 75° F - 80°F or as high as possible without sacrificing comfort during the day. Follow guidelines identified under 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 lights off in unoccupied areas during day light hours.
- c. Match lighting levels to the intended purpose or use. Use high wattage bulbs only where people read or need brighter light to do close work. Keep lights and fixtures clean.

Cooking

- a. Use the 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.

REFUSE COLLECTION

Each Resident will be given two (2) ninety-six (96) gallon refuse containers. Curbside refuse collection will be provided weekly. Residents will be provided written instructions regarding refuse placement and collection procedure upon occupancy and informed of the schedule for their area at the time of move-in. 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. Areas around refuse containers should be maintained in a high state of cleanliness at all times.
- d. Refuse containers must be kept in the area specifically designed/provided for their placement at the individual home and out of public view.
- e. Residents will be held liable for containers that are damaged or lost due to resident negligence.
- f. Any boxes too large for your container must be broken down.
- g. Refuse and recycle containers may be positioned for pick up the night before scheduled collection. They must be removed from the curb and placed in their designated area within 24 hours.
- h. Any items in excess of the standard containers must be properly disposed of by the resident.

Residents will be encouraged to participate in the Community 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. Please visit:

Las Pulgas Road – 52 Area Recycling Center, located behind the Fire Station and the Car Wash.

20 Area Recycling Center, located behind the Commissary

For every ton of waste, we save 1.56 cubic yards of valuable landfill

SELF-HELP CENTER

The Self-Help Cabinets are located at the Management Office. The Self-Help Cabinets carry items such as light bulbs, A/C filters, extractor filters, outlet plates, batteries, toilet seats, water filters, etc.

COMMUNITY POLICIES AND PROCEDURES

ALTERATIONS

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

Painting

Residents may paint their homes with prior approval from management but must understand they will be responsible for the cost incurred to return the residence to its original condition. 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 marking that require more than one coat of paint to cover.

Appliances

Your home comes equipped with central heating and refrigerated air conditioner, refrigerator with ice maker, oven/range, dishwasher, garbage disposal and water heater. No privately owned appliance or equipment can be installed that result in the capacity of the utility system being exceeded. Permission to install privately owned appliances must be obtained from the 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 service activated. Cable service is restricted to rooms with existing cable outlets. Extension cables are not allowed to be attached in any way. Please contact your DeLuz Cox Cable representative at (619)723-4181 or visit the website at www.cox.com.

Hot Tubs/Whirlpools/Spas

Hot tubs or Spas are permitted for medical reasons only. Request for approval must be submitted in writing to Community Management Office with a medical prescription attached. Resident is responsible for all costs associated with installation and removal. A locking mechanism must be attached to prevent unauthorized access.

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.** Removal of debris on the driveways, sidewalks and steps in front of the Premises is solely the Resident's responsibility.
- b.** Keep garages, storage spaces, porches, steps, walkways, yard areas around garbage cans, and driveways clean and free of litter.
- c.** Keep enclosed yards mowed, watered, and trimmed and private flower pots maintained in a clean and presentable manner. Grass should be kept to a minimum of three (3) inches tall and all weeds removed. In the absence of automatic sprinkler systems, Resident is responsible for watering all lawn areas immediately surrounding the individual unit.

- d. Keep interior surfaces of windows and those exterior surfaces that are readily accessible clean.
- e. Keep floors cleaned.
- f. Keep stoves, refrigerators, exhaust fans, dishwashers, sinks, tubs, plumbing fixtures, and other household equipment clean.
- g. Keep light fixtures and blinds clean.
- h. 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 home 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.

CHILD CARE

- a. **Supervision:** Children should be closely supervised at all times. Children under twelve (12) years of age should not be left alone.
- b. **Playgrounds:** The streets and neighbor's yards should not be used as a private playground. There are playgrounds in each housing area for children to enjoy.
- c. **Service Call Responses:** Neither Management personnel nor Management sub-contractors will enter a home if a minor is not accompanied by an adult.

LEASE VIOLATIONS

Lease Violation Notices will be issued by Management for such items as, including but not limited to, excessive noise, maintenance of yards, illegal parking, unauthorized repair of vehicles, unauthorized guest, failure to clean up after pet, failure to have pet on leash, 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. Cost(s) to correct will be billed at the actual cost incurred or at a rate of \$25.00 per hour, with a minimum of \$25.00. An accumulation of three (3) Lease violation notices will result in possible termination [proceeding 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 Management personnel and said determination shall be binding on all parties involved.

- a. **Parties:** Many complaints can be avoided by simply informing your neighbors prior to having the 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 you are not triggered by the casual passerby, thunder, lightning, etc. Car alarms are disturbances to all Residents.
- d.** Creating excessive noise during the 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 the intent to deliver, or otherwise possessing a controlled substance or a 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 community 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.

Solicitors

For your peace of mind, door-to-door solicitation is not allowed. If a solicitor makes it to your door, please refer them to the Management Office or report them and their location Management may contact their employer and have them removed from the premises.

EXTERIOR

Windows

The design of our beautiful community depends on a clean, uncluttered look to our windows. As a result, please don’t place foil, stickers, decals, posters, colored blinds or window treatments that face outside the window.

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.

Fences

Fences may be installed in accordance with requirements established by the Community and only with the prior, written, approval of management. Such approvals not to be unreasonably withheld Resident will be responsible for the cost associated with installing a fence.

Playground Equipment

Any such equipment (swing sets, playhouses, slides, trampolines, etc) are permitted in fenced backyards only. Trampolines must have safety netting installed. Equipment must be properly secured to the ground. Items in unfenced back yards need to be removed from the grass area to allow landscapers to mow weekly. Only portable basketball backboards, hockey and soccer goals and recreation equipment are authorized in the family housing areas. Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences or tress; nor will backboards be affixed to permanent or semi-permanent freestanding poles. Portable units must be used in approved areas, that are safe, that do not threaten to damage houses, ancillary structure of grounds, and that do not create a nuisance or affect the quiet enjoyment of neighbors. All recreation equipment including basketball, hockey and soccer goals and related equipment, must be returned to a proper storage after use. Storage of equipment on streets and sidewalks is prohibited. No court markings painted onto the ground or playing surfaces. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout designated areas in the housing community and base facilities. Playing in the street and/or disruption of traffic is prohibited.

For the safety of others, 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 safety from the premises is a violation of Fire Codes. Items on patios should be restricted to patio furniture only. Bicycles, strollers, skateboards, etc cannot be stored on the patio or the front of the house.

Wading Pools

Such pools must be less than two (2) feet in depth and not more than eight (8) feet in width. Authorization from Management and proof of proper insurance coverage must be attained prior to erecting pools. Pools need to be emptied after each use. No standing water may be left in pool.

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. Tampering with eaves to install light bulbs is prohibited.

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. Yard areas enclosed by fencing (PVC Privacy Patios and those within the chain link fencing) area or 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. De Luz Family Housing participates in the 'yard of the quarter program' in accordance with BO 11101.39.

Lawn Care and Maintenance

Lawn mowing, edging, trimming, leaf raking, and fertilizing will be performed by Management (enclosed yards excluded). Residents are responsible to perform their own lawn maintenance in enclosed yard areas, flower bed areas and must do in a manner that is in compliance with Management specifications.

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 State Law.

Parking

Residents may park only in their assigned garage and driveway, or on the street. Parking on the wrong side of the road or facing the wrong direction and in driveways of any vacant home or model home is prohibited. Motorized vehicles of any kind may not park on sidewalks, porches, patios, landscape area, rocks or in fire lanes. Parking of recreational vehicles or utility trailers in the housing area is prohibited as specified in the "Recreational Vehicles" section. Illegally parked vehicles are subject to immediate towing/removal at vehicle owner's own expense. Management will not be held liable for any costs (towing, storage or damage) associated with such removal.

Restrictions

- a.** The Resident shall not permit more than two (2) 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 rotations, replacing battery or other similar preventative maintenance measures. Changing of POL (Petroleum Oil Lubricants) products is strictly prohibited. Spillage or leaks of such products will immediately be 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, 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 primary means of transportation may be parked in housing 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 a citation.

Speeding

Speed limits within the housing area are clearly posted at 15 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 or Base Security Forces and cited for failure to abide by posted speed limits. Management personnel will forward information on any such infractions noted to Base Security Forces for action.

PET POLICY

De Luz is currently a "Dog" community. Resident must register their pet with Base Animal Control and then come sign a Pet Addendum with our office. Dogs are not to be tethered at any time and must be on a leash at all times when outside or not in your own fenced area. Resident is responsible to clean up after their pet.

FIRE PREVENTION AND SAFETY

General

Within the community, be certain not to park in the 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 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 liquids in the area of a water heater or furnace.
- b. Do not store flammable materials under stairwells.

Barbecue Grills

Barbecue grills should be operated by adults only. Grills must be kept away from the 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.

- 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 charcoal and ashes from grills before storing. Never burn charcoal indoors as it produces carbon monoxide gas.

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 the inside of 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 (760.725.3333). Never use water! Do not attempt to move 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 (toaster, grills, deep fryers, etc.), maintain sufficient clearance top and bottom from combustible materials. Unplug appliances when not in use. Cord with broken insulation can start a fire; replace appliance cords as soon as they show wear or 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. If possible, smoke outside to help prevent smoke from entering the vents and into your neighbor's home. Use safety matches or a cigarette lighter and keep them out of sight and reach of small children. Empty ash trays in a noncombustible container and discard in the outdoor trash and 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. Lawn mowers, motor bikes, etc. should be stored in a well vented 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

Central heating, water heater, and ranges are operated by natural gas. If you detect an odor from any of these sources you must notify 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, and run through walls, windows, doorways, or under rugs or pads. An extension cord must never be smaller 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 responsibility for damage to appliances or equipment due to low voltage or power fluctuations. Residents are advised to use surge protectors with electronic equipment (i.e. computers, TV's) to prevent damage caused by minor voltage fluctuations.

FIREARMS

Base regulations require that all privately-owned weapons brought aboard MarineACorps Base, Camp Pendleton for storage must be registered within 72 hours after having been introduced on board the military installation.

Personal weapons will be registered at the Police Records section (Bldg. 1523, Mon-Fri from 7:30 a.m.- 3:30 p.m., telephone 760.725.0819).

Additionally, personnel will deregister their weapons within 72 hours of their sale or removal from the base. Persons living in Base Housing are authorized to store their weapons in their quarters.

Base Order P5000.2 states:

"Personal weapons and ammunition will not be kept or stored in barracks, BQQ's, BEQ'S, Ward Lodging Facility, or office space. Privately-owned weapons and ammunition of personnel residing in BBQ's, BEQ'S, and barracks will be stored in unit armories."

"Personnel residing in family housing (other than a temporary lodging facility) may store their registered weapons in their quarters.

Firearms will be stored unloaded, with the firearm and the ammunition kept in physically separate locations and out of the reach of children at all times."

"Weapons will not be routinely carried or stored in vehicles."

To print the Marine Corps Base Camp Pendleton weapon registration form please visit:

<http://www.pendleton.usmc.mil/base/ses/pmo/weapons.pdf>

Further details may be found at:

<http://www.pendleton.usmc.mil/newpersonnel/weaponsregistration.asp>

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 provided. Individual family members should make certain of trash and debris that has blown into their yards is 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 of dumpster 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 litter bag in your car. Don't pitch cans, cigarette butts, papers, bottles, or other trash out of the window.
- c.** Hold on to your trash 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

Camp Pendleton offers curbside collection for the housing areas every other week. Recyclables, placed in plastic bags or containers, should be at the curb no later than 8 a.m. For more information on collection days, call the Recycling Center at (760) 725-4892.

Recycling Centers

There are three recycling centers located on Camp Pendleton.

Building 22054 (760) 725-4892

Building 520189 (760) 763-1650

Building 13193 (706) 763-2830

Each facility also has recycling containers located outside for 24-hour drops.

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 the 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.** Re-use 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 (i.e. tools).
- i.** Keep reusable coffee mugs at work and at home for yourself and guests.

Petroleum Oil Lubricants (POL) Disposal

Did you know that one quarter 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 personally owned vehicle component within the housing area.
- Report spills to Management Office.

Personal 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.

Community Residents are expected to:

- a.** Maintain their units in a manner that will deny access, harborage, and sustenance to pest.
- 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 are 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 foods, crumbs, drinks, 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 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 change-of-occupancy.

POOL

- a.** DeLuz provides full-time Life Guards on Duty during seasonal months. Residents are responsible to supervise their children at all times while in the pool and pool area. All persons using the pool do so at their own risk. Owner and Management are not responsible for accidents or injuries.
- b.** Children under the age 14 must be supervised by a responsible person over the age of 18.
- c.** The pool is for the private use for 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 any time.
- h.** No running, boisterous or rough play permitted.
- i.** Children, three years old and younger that are 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 parties are prohibited at the pool
- l.** Resident may bring small snack and non-alcoholic drinks into the pool area. All snacks and drinks must be placed at picnic tables and cannot be in the pool.

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.

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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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This document continues on the following page.

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: _____